

**TERMS OF USE**  
**(Last Updated: August 16st, 2019)**

PLEASE READ THIS DOCUMENT CAREFULLY. It is LEGALLY BINDING to you and governs your use of the Product (as defined in 1.1., e. of this Terms of Use).

These Terms of Use (the “Agreement”) is a legal agreement between you (“User”) and **Limited Liability Company “Reland Activ S.R.L.”** (together with our affiliates, “Boosteroid”, “we”, “our” or “us”), duly incorporated under the laws of Romania, located at Sat Peretu, Comuna Peretu, Judet Teleorman, Romania, registration number: 31715471.

By accessing and using our Product, you agree to comply with, be legally bound by, and firmly adhere to this Agreement. If you do not agree, please do not access and use our Product. By accessing or using the Product, you represent and warrant that you have the authority and capacity to do so.

The latest version of this Agreement is available on [our website](#). If you are not sure that you read the latest version of this Agreement while using the Product, please check the website to find the latest version.

**1. DEFINITIONS**

1.1. The terms used in the Agreement shall have the following meaning:

a.) The Product - [boosteroid.com](#) website, Boosteroid user account; any application used in connection with user account (web clients, native and mobile apps, etc.); games, videos, texts, other content you use, obtain, purchase via our website, products, services; our available payment methods; internal chats, web forums; customer support; any other products and services we provide to you; any other software, hardware or other Boosteroid properties directly or indirectly accessed by you (including intellectual property).

b.) Boosteroid web client (web version) - software that enables you to access Boosteroid cloud platform in your browser without downloading any application or other software. All the provisions related to your use of and any rights and obligation associated with the Product are applicable to your use of Boosteroid web client. Boosteroid web client operates in third-party software (browsers), so it may become unavailable in any of the browsers at any time with or without our prior notice to you. We do not guarantee that Boosteroid web client will operate in any of the browsers available on the market.

c.) Boosteroid properties - any tangible or intangible property owned by Boosteroid or its suppliers, partners, other related third parties, including intellectual property rights, directly or indirectly accessed by a User while using the Product. The Boosteroid Properties include in particular the Product, any software or its parts, copyright, trademarks, other intellectual property, any products or services owned and provided by Boosteroid, its suppliers, partners, other related third parties.

d.) Boosteroid cloud platform - an online streaming service, other software, and functionality that enables users to run high-end software from low-performance PCs, laptops, tablets, Smart TVs and other devices.

e.) User Content - any information and content that a user submits to, or uses with the Product (including content streamed through the Product and content submitted to message boards and equivalent areas of the Product).

1.2. Singular of these terms includes plural and plural includes singular.

## **2. ELIGIBILITY TO USE THE PRODUCT. ACCOUNTS.**

2.1. The Product is provided solely for lawful purposes and use.

2.2. The Product is made to be accessible worldwide to anyone with an Internet connection. However, we do not represent or warrant that the Product or any part thereof, is appropriate or available for use in any particular jurisdiction. If you choose to access the Product, you do so on your own initiative and at your own risk and are responsible for complying with all local laws, rules, and regulations, including laws regulating the export of data. We may limit the availability of the Product, in whole or in part, block or deny access to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion with or without notice. Accessing the Product is prohibited from territories where the content displayed there is illegal. We shall not be liable for any loss or damage arising out of and in any way connected with your non-compliance.

2.3. We can ensure the best experience of using Boosteroid in a particular area only if there are data centers with Boosteroid servers close to this area. So, we never guarantee or ensure you that the Product is working good in your area. The Product or its parts may also remain unavailable for an indefinite period of time in certain areas.

2.4. You may view content on the Site without registering, but as a condition for certain aspects of the Product, you may be required to register on the Product and create your personal account. This process includes selecting a username and a password. When creating an account, you represent and warrant that:

(a) all information you submit is truthful, current, complete and accurate and; you will maintain the accuracy of such information;

(b) your use of the Product does not violate any applicable law or regulation in your jurisdiction, as well as in Boosteroid jurisdiction; and

(c) you are at least 18 years old (or a legal age in your jurisdiction) or have received parental consent and supervision when using the Product and your parent or guardian agrees to be bound by this Agreement and to be responsible for your use of the Product.

We reserve the right to terminate your account, your use of the Product at any time, for any reason at our sole and absolute discretion. We shall not be liable for any loss or damage to you arising out of such termination.

2.5. You are solely responsible for maintaining the security and confidentiality of your account login information. You understand and agree that you are solely responsible for all activities that occur under your account.

You agree to:

(a) immediately notify us at [support@boosteroid.com](mailto:support@boosteroid.com) on any unauthorized use of your account or any other breach of security, and

(b) ensure that you log off and exit from your account at the end of each session when accessing the Product. We shall not be liable for any loss or damage arising from your failure to comply with this section.

2.6. A user can terminate his or her account and stop using the Product at any time.

2.7. In order to use the Product, you need to have access to the Internet, and you agree to pay all fees associated with such access.

2.8. The Product is evolving. We may require you to accept updates to the Product that you have installed on your device. You acknowledge and agree that we may update the Product with or without notifying you. You may need to update third-party software from time to time in order to use the Product.

### **3. CONTENT AND USER CONTENT**

3.1. All text, graphics, videos, user interfaces, visual interfaces, trademarks, logos, button icons, images, audio clips, digital downloads, data compilations, computer code and any other works of authorship, both individually and as they are compiled on the Product (the "Content"), including but not limited to the design, structure, selection, coordination, expression, and arrangement of such Content, contained on the Product unless specifically noted, is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, and other intellectual property rights and unfair competition laws.

3.2. Except as expressly provided in this Agreement, no part of the Product and no Content may be copied, reproduced, republished, uploaded, downloaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.

3.3. Any use of the Content not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, patent, trademark and other laws including such owned by third parties. You agree to abide by all copyright notices, information, or restrictions contained in or attached to any part of the Content.

3.4. While using the Product you may access third-party content, including third party intellectual property. You agree to comply with all rules and procedures related to the use of such third-party content and intellectual property.

3.5. You are solely responsible for your User Content, including owning copies of all games that you access through the Product. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content will not violate this Agreement and that you are either the creator and owner of the User Content or have sufficient right and authority to make your User Content available as contemplated by this Agreement, including to stream the User Content through the Product. You shall not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by us. Unless otherwise specified with respect to a particular Boosteroid offering, we shall have no obligation to backup any User Content stored on Boosteroid equipment and it may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

3.6. To the extent that you provide User Content to us, you hereby grant (as well as represent and warrant that you have the right to grant) us an irrevocable, non-exclusive, royalty-free and fully-paid-up, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit such User Content, and to grant sublicenses of the foregoing rights, in connection

with the operation and improvement of the Product. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.7. You will not use the Product and other Boosteroid properties to collect, upload, transmit, display, stream, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; or (v) that you do not have the right to so collect, upload, transmit, display, stream, or distribute. You also agree not to: (i) upload, transmit, or distribute to or through the Product any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Product unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Product to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Product, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Product or to other computer systems or networks connected to or used together with the Product, whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Product; or (vii) use software, automated agents or scripts to produce multiple accounts on the Product, or to generate automated searches, requests, or queries to or to strip, scrape, or mine data from the Product. We shall take no responsibility and liability for any User Content or for any loss or damage resulting therefrom, nor shall we be liable for any mistakes, defamation, slander, omissions, falsehoods, obscenity, profanity, pornography you may encounter in User Content when using the Product. These provisions do not create any private right of action on the part of any third party or any reasonable expectation that the Product will not contain any content prohibited by this Agreement.

3.8. We reserve the right but have no obligation to review User Content, investigate and/or take appropriate action against you in our sole discretion if you violate Section 3.7. or any other provision of this Agreement. This may include modifying or removing such User Content, terminating user Account and/or reporting to law enforcement bodies.

3.9. We are always happy to hear from our Users and are grateful for your comments and suggestions on how to improve our Product. The following policy applies to all third party submissions of ideas, comments, suggestions, improvements, proposals or materials ("Feedback"). If you provide us with any Feedback, you hereby assign to us all rights in such Feedback and agree that we will have the right to use and fully exploit such Feedback and related information in any manner. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to Boosteroid any information or ideas that you consider to be confidential or proprietary.

#### **4. INTELLECTUAL PROPERTY, LICENSE, AND RELATED TERMS**

4.1. The Product and all rights related thereto are the exclusive property of Boosteroid or third parties. All creative elements placed on the Product are protected by intellectual property rights. All trademarks, logos, graphics, photographs, animations, videos, texts, content and other distinctive signs appearing on the Product are the intellectual property of Boosteroid or third parties. The software (including video games and applications) that is made available through the Product is and shall remain the intellectual property of Boosteroid or other owners. Therefore, such property cannot be reproduced, used or represented without the prior written authorization of Boosteroid or other owners. We shall not be liable for your breach of applicable terms, rules, and laws that govern your use of the property owned by third parties.

4.2. You have no right or interest in the Product other than as expressly granted in this Agreement.

4.3. Any data, analytics, comments or suggestions for improvements or enhancements given by you to us, including by means of automated upload features, regarding the Product, any Feedback does not give you any rights in any release of the Product and does not require us to implement your suggestions or requirements in any release of the Product.

4.2. Subject to this Agreement, Boosteroid grants you a non-transferable, non-exclusive, revocable, limited license to use, access, and download (as applicable) the Product or its parts for your own personal, non-commercial use.

4.3. The license granted in this Section 4 is subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, distribute, or commercially exploit the the Product, in whole or in part, or any content displayed on the Product; (b) you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Product; (c) you will not access the Product in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Product may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Product will be subject to this Agreement. All copyright and other proprietary notices on the Product (or on any content displayed on the Product) must be retained on all copies thereof.

4.4. We reserve the right, at any time, to modify, suspend, or discontinue all or any element of the Product (in whole or in part) and/or suspend your license granted in this Section 4 with or without notice. You hereby agree that we will not be liable to you or to any third party for any such modification, suspension, or discontinuation.

4.5. You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Product.

4.6. As a part of the Product, you may have access to content hosted by third parties. You agree that we cannot monitor such content and that you access it at your own risk.

4.7. Excluding any User Content, you may provide, you acknowledge that all intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, in the Product and its content are owned by us, our suppliers or third parties owners. Neither this Agreement nor your access to the Product transfers to you or any other party any rights, title or interest in or to such intellectual property rights, except for the limited

license in Section 4.2. We, our suppliers, third party owners reserve all rights not granted in this Agreement.

4.8. You acknowledge and agree that the availability of any Boosteroid mobile application is dependent on the third party from whom you received the application license, (the Apple App Store or Google Play) - hereinafter referred to as App Store. You acknowledge that this Agreement is between you and us and not between you and the App Store. We, not the App Store, are solely responsible for the Product or its parts, the content thereof, maintenance, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You agree to pay all fees (if any) charged by the App Store in connection with the Boosteroid applications.

You agree to comply with, and your license to use the Product is conditioned upon your compliance with, all applicable third-party terms and agreements.

## **5. PRIVACY**

5.1. Boosteroid Privacy Policy forms an integral part of this Agreement. Please, make sure you read it carefully as it explains what information about you we may collect, for what purpose we may collect it and with whom we may share it.

5.2. If you accept this Agreement, you accept the Privacy Policy. You cannot accept this Agreement without accepting the Privacy Policy.

## **6. PROHIBITED ACTIVITIES**

6.1. By accessing and using the Product you agree that you will not use the Product for any unlawful or prohibited purpose. You agree not to attempt, through any means, to gain unauthorized access to any part of the Product, other accounts, computer system or network connected to our servers. Boosteroid reserves the right, in its sole and absolute discretion, to monitor all the activities on the Product for the security and other purposes.

6.2. Without limiting the foregoing, you will not use the Product to:

- (a) violate any applicable local, state, national, international or other law or regulation, or any court order;
- (b) access/use the Product from territories where it is illegal or strictly prohibited;
- (c) promote any criminal activity, provide information about illegal activities;
- (d) interfere with, disrupt or damage the Product, servers or networks connected to the Product, disobey any requirements, procedures, policies or regulations of networks connected to the Product, including, without limitation, by using viruses, cancelbots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- (e) use the Product to transmit, distribute, post or submit any information concerning any other person without their permission;
- (f) harvest or collect email addresses or other contact information of other Users by electronic or other means without their consent;
- (g) "stalk" or harass other Users or collect or store information about other Users;
- (h) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Product;
- (i) register for more than one user account or register for a user account on behalf of an individual other than yourself;
- (j) transfer or sell your account and/or username to another party;

(k) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

(l) use automated scripts to access, search, collect information or otherwise interact with the Product (including without limitation robots, spiders or scripts) or use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Product or the content contained on any such web page for commercial use without our prior express written permission;

(m) other than with respect to your own User Content, (i) use, reproduce, duplicate, copy, sell, resell or exploit the Content; (ii) compile a collection of Content, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise; or (iii) otherwise remove any text, copyright or other proprietary notices contained in the Content;

(n) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Product, except to the extent applicable laws specifically prohibit such restriction;

(o) modify, translate, or otherwise create derivative works of any part of the Product;

(p) advocate, encourage or assist any third party in doing any of the foregoing.

## **7. PAYMENTS AND PRICES**

7.1. You pay us for the access to Boosteroid cloud platform through the Product. The Product or its parts (for e.g. a particular native application, web-client) is distributed for free. We reserve the right to start charging fees for the distribution of the Product or its parts (for e.g. a particular native application, web-client).

7.2. When you pay us, you do so through a particular payment system available on the Product. If it is a third-party payment system (PayPal, Twispay, etc.) we shall not be liable for any loss or damage to you arising out of the failure in the operation of such payment systems.

7.3. If you agree to use a third-party payment system to make money transfers while using the Product you agree to Terms of Use or other documents that govern your use of a third-party payment system.

7.4. It may be possible for you to make cryptocurrency (digital currency, tokens) transfers. If you do so you represent and warrant that any cryptocurrency transfer that you may make through Boosteroid is legal in your jurisdiction. We will not be held liable for any loss or damages due to your non-compliance.

7.5. We do not require you to make any cryptocurrency transfers (digital currency, tokens). All the paid functionality of the Product can be paid for with regular means of payment. All cryptocurrency transfers are made voluntarily and at your sole discretion. You realize and bear all risks associated with the use of cryptocurrency and blockchain, which are generally understood and recognized according to warnings of the financial regulators and institutions of countries across the world, as well as the risks specified in this Agreement. We will not be held liable for any loss or damages arising out of your use of the cryptocurrency and any cryptocurrency transfers you make through the Product.

7.6. Free trial period. Upon the registration and creation of your user account you will be credited with 10 free hours. When your free trial is finished, you should buy a subscription to continue using the Product. If you do not want to continue using the Product after your free trial period has finished, you can cease using the Product for free, no fees will be charged after the free trial period.

7.7. The price of the monthly subscription is 15 EUR. All users who register before October 1st, 2019 can enjoy a reduced price of 9.99 EUR per month. We may change subscription prices but such changes will only be effective for those who register on the Product after such changes became effective. The tariffs that were effective at the time you have purchased your subscription would be applicable to you and if there are any price modifications in the future, they will be applicable only for those users who register on the Product after such modifications became effective.

7.8. We may add the number of available subscriptions by introducing hourly, daily, weekly, annual, etc. subscriptions.

7.9. We provide no refunds.

7.10. When your current subscription ends, you will still have access to your Boosteroid user account, but you will not be able to access games through the Product (you will not be able to start a streaming session by launching games through the Product). No fees will be charged automatically.

7.11. Fully paid subscription enables you to access all the games and software products available through the Product. If you terminate your subscription, you will not be charged with any fees starting your next billing cycle.

7.12. You acknowledge that you will not ask us for any compensation or refund in case you are not satisfied with the Product and its operation, you were not able to use the Product for whatever reason, your hardware was not able to maintain the seamless operation of the Product or that the Product did not meet your expectations or appeared to be different from or contained less functionality than it was mentioned in the advertising materials related to the Product. This is because the Product may have different functionality and may operate more or less seamless depending on the location of the user.

7.13. You acknowledge that you will not ask us for any compensation or refund related to the time when the Product or its parts are unavailable due to a maintenance check or for any other reason.

## **8. MAINTENANCE CHECKS AND FORCIBLE SESSION TERMINATION**

8.1. We may conduct maintenance checks on our software and hardware infrastructure with or without prior notice to you. Such checks may lead to temporary unavailability of the Product or some of its components and/or functionality. You acknowledge that we shall not be held liable for any loss or damage arising out of an unexpected session termination or logout; or unavailability of the Product, including the loss of unsaved or unbacked data, progress, loss in the competition or tournament, or any other negative consequences.

8.2. In certain cases your game session may be terminated automatically. These cases include in particular:

- if there is no activity for 10 minutes and more;
- if there's a maintenance check;
- you have closed the application or browser tab where your session was running, and have not reopened it within a minute.
- other cases that are related to the operation of the Product.

We shall not be held liable for any loss, damage or other negative consequences arising out of such session termination.



## **9. DISCLAIMER OF WARRANTIES**

9.1. All information available at our Product is provided on “as is,” “with all faults” and “as available” basis and, to the fullest extent permissible pursuant to applicable law, Boosteroid disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and warranties implied from a course of performance or course of dealing.

9.2. You expressly agree that your use of our Product is at your sole risk. We do not warrant that the services you obtain through our Product will meet your expectations and requirements, be uninterrupted or error-free, will be available for use, will be of a certain quality, that defects will be corrected, or that the Product or the server are free of viruses or other harmful components, or that the Product or the technology that makes it available, are immune to hacker activity, electronic or non-electronic tampering, computer crime or theft.

9.3. We do not warrant or make any representations regarding the use or the results of the use of the Product in terms of their correctness, accuracy, reliability, timeliness, completeness, currentness, or otherwise. You (and not we) assume the entire cost of all necessary servicing, repair, or correction.

## **10. LIMITATION OF LIABILITY**

10.1. In no event shall we (for purposes of this section, including our equity holders, officers, directors, employees, consultants, agents, successors, representatives or affiliates) be liable for any direct, indirect, punitive, incidental, special, consequential or other damages in any way connected to your use of the Product or to the delay or inability to use the Product, or otherwise arising out of the use of the Product, whether based on contract, tort, strict liability or otherwise, even if we have been advised of the possibility of such damages. This applies, without limitation, to any damages or injury arising from error, omission, interruption, deletion, defect, delay in operation or transmission of information through the Product injury to personal property, bodily injury or emotional distress, computer virus, file corruption, communication-line failure, network or system outage, or theft, destruction, unauthorized access to alteration of, or use of any record.

10.2. You specifically agree that we will not be liable for any defamatory offensive or illegal conduct of any user of the Product.

## **11. INDEMNIFICATION**

11.1. You agree to defend, indemnify and hold harmless Boosteroid, our subsidiaries and affiliated companies, officers, employees, directors, contractors, agents, from and against any and all claims, causes of actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys’ fees) and all amounts paid in settlement arising out of, connected with, or accruing from (a) your access to or/and use of the Product; (b) your violation of this Agreement, (c) your violation of any applicable law; (d) your User Content, or (e) your interaction with any other User.

11.2. We may assume the exclusive defense and control of any matter for which you have agreed to indemnify us and you agree to assist and cooperate with us in the defense or settlement of any such matters.

## **12. TERM AND TERMINATION**

12.1. This Agreement shall commence on the time that you press the button “I Agree” or similar button in the absence of such a button before you start using the Product.

12.2. This Agreement will remain in full force and effect while you use the Product.

12.3. We may, in our sole discretion and without liability to you or to any third party, with/without cause, with/without notice, suspend or discontinue, temporarily or permanently, deactivate or cancel your account and, thus, stop your use of the Product and terminate the Agreement. You may terminate your account and, thus, terminate the Agreement, at any time by sending an email at [support@boosteroid.com](mailto:support@boosteroid.com) or by means available in your account if there are any. Termination may result in the forfeiture and destruction of all information associated with your account. You may terminate your account by following the instructions on the Site, but we may retain your account information after you terminate in accordance with our regulatory, accounting, and legal compliance procedures.

12.4. All provisions of this Agreement that by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability will remain effective after the termination.

12.5. You may stop using the Product at any time without stating a reason.

### **13. COOPERATION WITH AUTHORITIES AND POLICE ENFORCEMENT**

13.1. We will cooperate with law enforcement authorities as required by law, particularly in any investigation of alleged illegal activity regarding the use of the Product.

13.2. We may share all the information related to your account and your use of the Product with enforcement authorities when requested.

### **14. MODIFICATIONS TO THE AGREEMENT**

14.1. We may occasionally modify this Agreement with or without notice to you.

14.2. Any changes and amendments to this Agreement are legally binding, valid and effective after they are posted on the website. Continued use of the Product will indicate your acknowledgment to be bound by the terms and conditions of such changes and amendments. If you do not accept any amendment or change, cease using the Product.

14.3. Any claims based on statements of lack of information about this Agreement shall not be accepted and considered.

### **15. COPYRIGHT NOTICE POLICY**

15.1. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Product infringe your copyright, you may request removal of those materials (or access to them) by submitting written notification to [help@boosteroid.com](mailto:help@boosteroid.com).

15.2. The written notice must include substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material on the Product.

4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **16. MISCELLANEOUS**

16.1. We reserve all rights not expressly granted by this Agreement.

16.2. This Agreement shall be governed by and construed in accordance with the laws of Romania and applicable international law treaties. In the event of a dispute, the authorities of Romania shall have absolute and exclusive jurisdiction.

16.3. You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by us to provide the Product.

16.4. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that term or provision will be deemed modified to the extent necessary to render such term or provision enforceable, and the terms and conditions hereunder will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of this Agreement.

16.5. You shall not transfer, assign or delegate any of your rights, obligations or privileges hereunder; we may do so at any time. Any assignment of the foregoing other than as provided for in this section shall be null and void. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

16.6. If any provision of this Agreement is unclear for you, please contact us at [help@boosteroid](mailto:help@boosteroid) so that we can clarify all the issues.

### **CONTACT INFORMATION:**

Limited Liability Company "Reland Activ S.R.L.",  
Address: Sat Peretu, Comuna Peretu, Judet Teleorman, Romania  
Email: [help@boosteroid](mailto:help@boosteroid); [office@boosteroid](mailto:office@boosteroid).

