

## TERMS AND CONDITIONS

(Last Updated: February 13, 2024)

It's a long document, but please read it carefully. It is LEGALLY BINDING to you and governs your use of Boosteroid.

These Terms and Conditions (the "Terms") is a legal agreement between you ("User") and **Limited Liability Company "Boosteroid Games S.R.L."**, located at România, Bucharest, Sector 1, Avionului str. 26, office B, registration number: J40/13810/2019, and our **Boosteroid Inc.**, located at 5900 Balcones Drive, STE 100, Austin TX 78731, (together with our affiliates, "Boosteroid", "we", "our", "us").

All rights to Boosteroid are owned or have been licensed to us by the owners of the software and other properties related to Boosteroid, we have authority to enter into these Terms.

By using Boosteroid, you represent that you have authority and capacity to do so, as well as agree to be legally bound by these Terms. If you do not agree to these Terms, please do not use Boosteroid. The latest version of the Terms is available on [our website](#).

**If any provision of the Terms is unclear for you or you require an explanation, contact [support@boosteroid.com](mailto:support@boosteroid.com) before you agree to the Terms and start using Boosteroid. When you agree to the Terms, you acknowledge that you understand all terms and conditions provided in the Terms.**

For cooperation inquiries, please contact us at [cooperation@boosteroid.com](mailto:cooperation@boosteroid.com).

### 1. DEFINITIONS

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

a.) Boosteroid - [boosteroid.com](http://boosteroid.com), cloud.boosteroid.com websites, Boosteroid cloud gaming service that enables you to rent a remote cloud-based gaming desktop ; user account; any application used in connection with user account (web clients, native, mobile apps, etc.); 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 properties - any tangible or intangible property owned by or licensed to us or our suppliers, partners, other related third parties, including intellectual property rights, directly or indirectly accessed by you while your use of Boosteroid. Boosteroid Properties include in particular Boosteroid, 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 access remote virtual desktops and run high-end software that you already own from.

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

f.) The word "including" means "including without limitation", "for example" ("e.g.", "for e.g.") means "for example without limitation". The word "may" means "has the right, but not the obligation, to".

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

### 2. WHO CAN USE BOOSTEROID

2.1. Boosteroid is provided solely for lawful purposes and use. It's made to be accessible to any private individual with an Internet connection provided that other eligibility criteria set here are met. However, we do not warrant that Boosteroid is appropriate or available for use in any particular jurisdiction. If you choose to use Boosteroid, you do so on your own initiative at your own risk and are responsible for complying with local laws.

2.2. You can use Boosteroid only for personal non-commercial and non-profit use.

2.3. We may limit the availability of Boosteroid in whole or in part, block or deny access to any person, area or jurisdiction at any time without notice.

2.4. Accessing Boosteroid is prohibited from jurisdictions where it or its content is illegal.

2.5. To use Boosteroid, you need access to the Internet. Boosteroid will not work properly if you do not have an Internet connection or your connection is poor (as explained below), unstable or faulty.

2.6. Boosteroid is evolving. We may release updates to Boosteroid without notice. You may need to update third-party software (e.g. browser) from time to time in order to use Boosteroid.

2.7. Boosteroid is available only for users who have reached legal age in their jurisdiction or receive proper parental consent and guidance while using Boosteroid. In any case Boosteroid is not designed to be available for minors under 14 y.o., regardless of the parental consent and guidance they may receive.

2.8. Users shall comply with age restrictions applicable to games available through Boosteroid. Click on any game and open its description to see the badge with the applicable age restriction.

### 3. GAMES AVAILABLE VIA BOOSTEROID

3.1. We are a cloud provider, not a content provider, so **on Boosteroid you can only run the games that you already own**. You will not be able to run a game on Boosteroid if you haven't bought it from the official distributor. When you run a game on Boosteroid you must comply with all applicable third-party rules related to the use of this game.

E.g. you may be obliged to buy a video game on a publisher's or retailer's website and create an account on a gaming platform like Epic, Steam, Wargaming.net, etc.

3.2. **Please check the list of video games available on Boosteroid before you buy the subscription**. Sorry, but we will not provide a refund if you claim it because a particular game is not available.

3.3. We do our best to update the games available on Boosteroid instantly after the update is released. However, sometimes it may take us some time, so we cannot guarantee that in each particular case you run the latest version of the game on Boosteroid.

3.4. Most games support cloud saves and if you exit the game properly (not just close your streaming session, but exit through the game menu) you'll have all your progress saved. If a game does not support cloud saves, we won't be able to save your progress and you will lose it when you terminate the gaming session.

3.5. We do not guarantee the availability of any particular game on Boosteroid. Games that are available now may become unavailable at any time without notice.

3.6. Boosteroid allows you to use only original video games, hence, such modifications as FiveM, Roleplay (and others) are not supported. Installing mods can be difficult or impossible, up to the closure of the game session (Boosteroid monitors unauthorized user actions and closes the game session without warning). Boosteroid can't guarantee, that modes, downloaded or installed by you will be working smoothly on the virtual machine.

3.7. You may buy a game from different distributors and, thus, launch it via different launchers. E.g. the same game can have 2 versions: a Steam-version and an Epic-version. Both versions could be available through Boosteroid. Or only one. So the version you own may not be available through Boosteroid. Please check the available versions before you subscribe.

3.8. Your cloud saves (game progress) are stored by Steam, Epic Games other launchers under your Steam, Epic Games, etc. accounts. For some games that do not support cloud saves, we have local game saves, which means that your game progress will be saved and stored on Boosteroid servers. Please note that local saves may not be available for all games and/or may not work flawlessly with all games. Please reach out to our support team to learn more. You also agree that you will not raise any refund, non-conformity or similar claims in case of loss of your local game saves. **We will store your local saves for 6 months after you cancel your Boosteroid subscription**, after that they will be erased from our servers and you will no longer have any access to them.

### 4. PERFORMANCE AND CONFORMITY OF BOOSTEROID

4.1. We can ensure the best experience of using Boosteroid only if our servers are located close to you. **We never guarantee that Boosteroid works well in your area.**

4.1.1. Boosteroid is based on emerging technologies with many issues still to be improved. You acknowledge that the problems in its operation can occur beyond our reasonable control and may require an underdetermined period of time for improvement. **You agree not to raise non-conformity or similar claims if you are not satisfied with Boosteroid performance or if its operation is faulty or differs from advertising and other related materials. This is because Boosteroid may have different functionalities and operate more or less seamlessly depending on user location, user digital environment, network conditions, etc.** Please note that your digital environment (hardware, software, network) and your use of Boosteroid should comply with the requirements set forth in this Section 4.

4.2. Boosteroid may be unavailable in full or in part for an indefinite period of time in certain areas.

4.3. **We inform you that Boosteroid is sensitive to your digital environment and its performance may vary depending on your hardware, software, and network.**

4.4. **We strive to ensure that your gaming experience is as positive as possible, but we cannot guarantee that all games launched on Boosteroid will run smoothly and efficiently for you. In particular, games that you**

**independently install on the remote desktop from the Install section. We regularly review and test game compatibility and performance, but your experience may vary depending on your digital environment, your billing plan, and the performance of the remote desktop assigned to you.**

4.5. The minimum supported MTU values for the service:

- In browsers - 1470;
- In native desktop applications - 1462;
- The most optimized value for streaming is 1500.

You can always check what MTU value your connection has by following [this link](#). If your MTU results are less than the minimum required, we can't guarantee your good gaming experience.

4.6. Below are general requirements to your digital environment:

- Operating system: 64-bit Windows 7 and later versions. 32-bit Windows are not supported. For Mac - macOS 10.10 (OS X Yosemite) and later versions.
- Browser type: the latest versions of Google Chrome, Opera or Microsoft Edge. Run Boosteroid in the incognito mode to have a better performance. If there are issues in the Boosteroid's operation you can clear cookies. WebRTC should be enabled in browser settings.
- The latest NVIDIA, AMD, Intel drivers.
- At least 2,5 GHz processor.
- Graphics card with DirectX 9.0c and H.264 hardware decoding. If your graphic card does not support H.264 hardware decoding you are likely to experience high processor load and, thus, poor streaming image quality.
- At least 4 GB of running memory.
- Do not launch other apps, programs or processes, do not open other browser tabs.
- If you run Boosteroid on your laptop, do not connect it to TVs and other screens, monitors or displays through HDMI, USB or otherwise. Video output to other devices may result in worse performance.

The requirements to game controllers:

- Use computer mice and keyboard connected via USB. You can use wireless controllers but we hereby inform you that it may increase response time or jitter.
- Use Sony DualShock 4; Stadia controller, Xbox 360 (only wired connection), Xbox One, Xbox Series S|X; Logitech Gamepad F710. You may use other gamepads, but we do not guarantee seamless operation.
- To reduce response time, use wire connection.

The requirements to Internet connection:

Online streaming automatically configures depending on your Internet connection. The quality of your Internet connection defines the quality of the image you observe on the screen and the latency you experience.

- FullHD/60 fps gaming requires at least 15 Mbps stable Internet connection available for the gaming session.
- The most efficient gaming experience is possible with at least 25 Mbps stable Internet connection available for the gaming session.
- Use a wired Internet connection (Ethernet) or a 5 GHz Wi-Fi router. Connect to the router directly via Ethernet cable. If you use a laptop or MacBook with no Ethernet port, use an Ethernet adapter that can be connected via USB Type 2.0/3.0, Type-C or Thunderbolt. Make sure your Internet channel is not overloaded and there are not many devices connected. With a 2.4 GHz Wi-Fi router, you may have problems with Boosteroid performance.
- Ping to Boosteroid servers should not be more than 20 milliseconds. Otherwise, you are likely to have a poor gaming experience. Log in to your Boosteroid account and make a [speedtest](#) to check this.
- If you have an ADSL connection, we do not guarantee a seamless experience with Boosteroid and you are likely to face issues with its operation.
- If you are using a VPN connection, we do not guarantee that your gaming experience will be smooth and with no issues. VPN may significantly increase latency and reduce stream quality or make it impossible to launch gaming sessions at all.

4.7. If your hardware, software, network, or any other part of your digital environment does not comply with these requirements, you may experience problems with Boosteroid operation and performance, such as big latency & response time, poor image quality, lagging, freezing, jitter, unexpected streaming termination, unavailability of the services, etc.

**4.8. You will not raise non-conformity or similar claims if Boosteroid operation is faulty or appears to be worse than announced by us if such lack of conformity arises out of your digital environment features.**

4.9. Boosteroid is available on smartphones. This functionality is **in the test mode and you acknowledge that you are informed of possible failures in its operation.** You agree not to file non-conformity or similar claims in case of poor performance of Boosteroid on smartphones.

The requirements to smartphones:

- 2 GB or more of running memory;
- Android 5.0. or later;
- Bluetooth or USB On-The-Go (OTG);
- the latest version of Google Chrome;
- H.264 hardware decoding.

The requirements to Apple smartphones:

- iPhone 7 or later;
- the latest version of Safari browser.

The requirements to gamepads:

The general requirement is a Bluetooth or OTG connection. The performance may vary from one gamepad to another. The following gamepads show the best compatibility with Boosteroid:

- Xbox One Bluetooth;
- Xbox 360 (only wire connection);
- Sony DualShock 4.

We also recommend using a gamepad clip.

4.10. Multiplayer and online gaming experience may be worse than a single player due to increased load on the network.

4.11. On the [Downloads](#) page of our website you can download BETA applications for Windows x64, Android (smartphone) and Android TV (for Smart TVs based on certified Android TV operating system), Boosteroid PWA progressive web application for Chromebooks, different Linux applications, Mac (macOS 10.13.6+) applications. [Android/Android TV](#) and Boosteroid PWA are distributed for free on Google Play Market. All applications are in BETA. You may experience issues with their operation and agree not to raise any non-conformity or similar claims with regard to your use of the applications.

**4.12. Depending on the hardware load, as well as the billing plan you choose, from time to time you may get into a queue to receive a virtual machine on your demand. The length of this queue may vary depending on the time of day and load level, and we cannot guarantee that you will not encounter a queue at one time or another. Estimated queue waiting time will be indicated on the pop-up message, but is not exact.**

**You can decrease the wait time by allowing connecting to distant regions in your profile settings, but with this feature enabled you will be connected to the server located far from you, so you may face bigger latency and worse connection, than if you are connected to the server in your region. While enabling this feature we don't guarantee that you will be facing no issues and a smooth gaming experience.**

## 5. USER ACCOUNT

5.1. You may view content on our website without registering, but as a condition for certain aspects of Boosteroid, namely for using Boosteroid cloud service to access remote virtual desktops, you will be required to sign up and create your user account. It implies providing your email address, selecting a username and a password. When creating an account, you represent 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 Boosteroid is not against any applicable law or regulation in your jurisdiction and in our jurisdiction (Romania, the EU); and

(c) you have reached legal age in your jurisdiction or you are at least 14 years old and have received parental consent and supervision when using Boosteroid and your parent or guardian agrees to be bound by these Terms and to be responsible for your use of Boosteroid.

**5.2. We can terminate your account and your use of Boosteroid with no refund of any subscription at any time without notice if we detect Prohibited Activities (Section 9), or any violation of these Terms by you and we shall not be liable for any loss or damage to you or any third party arising out of such termination.**

5.3. You are responsible for maintaining the security/confidentiality of your account login information. You agree that you are responsible for all activities that occur under your account.

You agree to:

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

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

5.4. You can delete your user account and stop using Boosteroid at any time without notice and without stating a reason.

5.5. If you ask us to do so, we may access your user account (login to it) for technical maintenance and support. We will not do so without your prior request and/or consent. For the purposes of this Section 5.5. "Consent" means your clear request to log into your account and/or your clear positive answer when we ask you if you agree that we will log into your account.

5.6. As a part of the services we provide to you together with Boosteroid and its functionality, we may from time to time automatically enroll you to giveaways, lotteries and other promotional activities. The conditions of such activities are determined in a separate document published on our website.

## **6. CONTENT AND USER CONTENT**

6.1. 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 Boosteroid (the "Content"), including but not limited to the design, structure, selection, coordination, expression, and arrangement of such Content, contained on Boosteroid unless specifically noted, is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, other intellectual property rights and unfair competition laws.

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

6.3. Any use of the Content not expressly permitted by the Terms is a breach of the Terms 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 the Content.

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

6.5. While using Boosteroid you may access third-party software products, including but not limited to video games. Some of such Content may be restricted for minors and persons below a certain age. You agree to comply with all rules and requirements related to such age restrictions.

6.6. You are responsible for your User Content. You assume all risks associated with 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 represent that your User Content will not violate the Terms and that you are the creator/owner of the User Content or have sufficient authority to make your User Content available as contemplated by the Terms. 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 back up any User Content stored on Boosteroid equipment and it may be deleted at any time without notice. You are responsible for creating and maintaining your own backup copies of your User Content if you desire.

6.7. To the extent that you provide User Content to us, you grant (and represent that you have the right to grant) us an irrevocable, non-exclusive, royalty-free, 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 Boosteroid. You irrevocably waive (and agree to cause to be waived) any claims of moral rights or attribution with respect to your User Content.

6.8. You will not use Boosteroid to collect, upload, transmit, display, stream, or distribute any User Content (i) that violates any third-party right, including copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, 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 Boosteroid any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through Boosteroid advertising, promo materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use Boosteroid to harvest, collect, assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to Boosteroid, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to Boosteroid or to other computer systems or networks connected to or used together with Boosteroid, whether through password mining or any other means; (vi) harass or interfere with any other user's use of Boosteroid; or (vii) use software, automated agents or scripts to produce multiple accounts on Boosteroid, or to generate automated searches, requests, queries to or to strip, scrape, or mine data from Boosteroid. 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 Boosteroid.

6.9. We may review User Content, investigate and take action against you in our sole discretion if you violate these Terms. This may include modifying or removing prohibited User Content, terminating the Account, reporting to law enforcement bodies.

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

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

7.1. Boosteroid and all rights related thereto are and shall remain our exclusive property or exclusive property of our licensors or other third parties. All creative elements placed on Boosteroid are protected by intellectual property rights. All trademarks, logos, graphics, photographs, animations, videos, texts, content, and other distinctive signs appearing on Boosteroid are the intellectual property of Boosteroid, our licensors, or third parties. The software (including video games) that is made available through Boosteroid is and shall remain the intellectual property of respective owners. Therefore, such property cannot be reproduced, used, or represented without the prior written authorization of Boosteroid or its respective owners.

7.2. You have no right or interest in Boosteroid other than as expressly granted herein.

7.3. Your Feedback given to us, including by means of automated upload features does not give you any rights in any release of Boosteroid and does not require us to implement your suggestions.

**7.4. Subject to these Terms, we grant you a non-transferable, non-exclusive, revocable, limited license to use, access, and download (if applicable) Boosteroid for your personal, non-commercial use.**

7.5. The license granted in this Section 7 is subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, subcontract, distribute, or commercially exploit Boosteroid, in whole or in part, or any content displayed on Boosteroid; (b) you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of Boosteroid; (c) you will not access Boosteroid in order to build a similar or competitive website, product, service; and (d) except as expressly stated herein, no part of Boosteroid may be copied, reproduced, distributed, republished, downloaded, displayed, streamed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of Boosteroid will be subject to these Terms. All copyright and other proprietary notices on Boosteroid (or on any content displayed on Boosteroid) must be retained on all copies thereof.

7.6. We reserve the right, at any time, to modify, suspend, or discontinue all or any element of Boosteroid (in whole or in part) and/or suspend your license granted in this Section 7 with or without notice. You agree that we will not be liable to you or to any third party for any such modification, suspension, or discontinuation.

7.7. We will provide you with support and maintenance in connection with Boosteroid ("Support"). However, we will on our own discretion determine the scope of the Support and activities that we will or will not carry out during the Support. We cannot guarantee that we will fix the issue you address us with.

7.8. As a part of Boosteroid, you may access the content owned and/or hosted by third parties. We cannot monitor such content and that you access it at your own risk, as well as that you have fully complied with all rules related to the use of such content and have entered into applicable agreements and made applicable transactions with third parties to be able to use and access such content.

7.9. Neither these Terms nor your access to Boosteroid transfers to you or any other party any rights, title or interest in or to any intellectual property rights, except for the limited license in Section 7.4.

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

## 8. PRIVACY

8.1. Boosteroid [Privacy Policy](#) forms an integral part of these Terms. Please read it carefully as it explains what information about you we collect, for what purpose we collect it and with whom we share it. If you accept these Terms, you accept the Privacy Policy.

8.2. We use cookies to maintain functionality and improve Boosteroid, as well as to improve your experience. Make sure you review our [Cookie Policy](#) before using Boosteroid.

8.3. As described in the Privacy Policy, we may send you SMS from time to time for marketing purposes. Here are the basic conditions under which we may send you SMS:

- The SMS content is relevant: it is always about Boosteroid and our services.
- You opt-in for SMS messaging when you agree to these Terms.
- You may opt out by sending an email to [support@boosteroid.com](mailto:support@boosteroid.com) or contacting support chat.

## 9. PROHIBITED ACTIVITIES

9.1. You shall not use Boosteroid for unlawful or prohibited purposes. You agree not to attempt, through any means, to gain unauthorized access to any part of Boosteroid, user accounts, computer system, virtual machines, or network connected to our servers. We monitor all activity on Boosteroid for security and other purposes.

9.2. Without limiting the foregoing, you will not use Boosteroid to:

- (a) violate applicable local, state, national, international, or other laws, rules, regulations, or court orders;
- (b) access/use Boosteroid from territories where it or its content is illegal or prohibited;
- (c) promote criminal or illicit activity, provide information about illegal activities;
- (d) **interfere with, disrupt, or damage Boosteroid, servers, virtual machines, or networks connected to Boosteroid**, disobey requirements, procedures, and policies of networks connected to Boosteroid, 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 Boosteroid to transmit, distribute, post, or submit any information concerning any other natural or legal person without their permission;
- (f) harvest or collect email addresses, or other data of other users by any means;
- (g) promote racism, bigotry, hatred, or physical harm against any group or individual, "stalk" or harass other users or collect or store information about other users;
- (h) **access or attempt to access any functionality, software, data, information, or part of Boosteroid through means not intentionally made available through Boosteroid;**
- (i) **use the system programs already available on the virtual machine, install any other program, or modifications, other than you are running from the Boosteroid library;**
- (j) register for a user Account on behalf of an individual other than yourself or register for more than one active user Account;
- (k) transfer, sell user account to another person/people, share your account with others;
- (l) falsify or otherwise misrepresent yourself or your affiliation with any person/entity;
- (m) use automated scripts to access, search, collect information, or otherwise interact with Boosteroid (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 Boosteroid or the content contained on any such web page for commercial use or otherwise;
- (n) other than with respect to your User Content, (i) use, reproduce, duplicate, copy, stream, sell, exploit 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 Content;
- (o) decipher, decompile, disassemble, reverse engineer Boosteroid, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of Boosteroid;
- (p) modify, translate, or otherwise create derivative works of any part of Boosteroid;
- (q) advocate, encourage or assist any third party in doing any of the foregoing.

9.3. We may terminate your user sessions on Boosteroid or restrict access to your Account permanently or temporarily in case we detect the unusual activity under your Account. The unusual activity may be an unusually long user session, the use of automated software to interact with the user session (e.g. to prevent its termination due to no actual activity) or any other activity we may find unusual at our sole discretion, even if it is related to any in-game scenarios (e.g. farming).

**9.4. We reserve the right to terminate your account and your use of Boosteroid with no refund of purchased subscriptions at any time without notice if we detect any of the Prohibited activities.**

## 10. SUBSCRIPTIONS & PAYMENTS

10.1. As many other online services, we are a subscription-based service. It means you should buy a subscription to be able to use most of Boosteroid functionality, including the access to Boosteroid cloud gaming platform.

10.2. We shall not be liable for any loss or damage to you arising out of a failure or delay in the operation of the payment system available on Boosteroid. However, we will do our best to resolve any payment-related issue that you may face.

10.3. You agree to any terms or agreements that govern your use of payment systems available on Boosteroid.

**10.4. Most of our subscriptions are RECURRING. It means they will RENEW AUTOMATICALLY when your current billing cycle ends if you do not cancel the subscription before the renewal date.** If you do not want to renew the subscription, you should unsubscribe by means available in your account before it expires. **If you do not do that, you will be automatically provided with the next subscription and no refund will be possible.**

10.5. The billing is carried out by a payment system and in case the payment system is not able to charge the price of your subscription renewal from your bank card (e.g. you don't have enough money on your bank account or your card is blocked) it will skip your payment and get back to it later. Payment systems may try to withdraw funds from you multiple times according to their internal procedures.

10.6. **Subscriptions.** Upon the registration and creation of your account, you may choose one of the available subscriptions.

***Standard billing plan with access to basic VM, up to 1080p resolution, and up to 60 FPS.***

**1-month subscription - 9.89 EUR**

**12-month subscription - 89.89 EUR**

***Ultra billing plan with access to high-end VM and ray tracing enabled, up to 4K resolution, and up to 120 FPS.***

**1-month subscription - 17.89 EUR**

**6-month subscription - 89.89 EUR**

other subscriptions may be/become (or have been) available.

It may happen that you will be charged by your bank or payment system an additional fee on top of the subscription price and that your purchase will be taxable according to the applicable laws in your jurisdiction. In this case, you will be responsible for paying such fees.

10.6.1. Each subscription will activate immediately but not later than in one day upon payment.

10.7. When your current subscription ends, you will still have access to your user account, but you will not be able to launch video games through Boosteroid.

10.8. We may change subscription prices, provide discounts, free trials, introduce other subscription plans.

10.9. Discount coupons. We and/or third parties authorized by us may from time to time distribute discount coupons that allow you to get a discount for the first month and/or the first year of your subscription, or for another period specified in the description of the discount coupon.

**10.10. We provide no refunds.** You will not be able to get a refund for a purchased subscription as soon as it is activated. In some cases, according to the applicable law, you may still have the right to claim a refund. We will review such cases and refund your payments if we are required to do so.

**10.11. You acknowledge that you will not ask us for any compensation or refund in case you are not satisfied with Boosteroid, your hardware is not able to maintain seamless operation of Boosteroid, Boosteroid does not meet your expectations, or appears to be different from or contains less functionality than it was mentioned in advertising.** This is because Boosteroid may have different functionalities and operate more or less seamlessly depending on your location, digital environment, network conditions, etc.



10.12. You are responsible for the security of your bank cards and payment instruments you use to make transactions on Boosteroid. **Refund claims based on the statements that someone has used your bank card without your permission will not be accepted, unless we receive an official notification from a relevant authority that the unauthorized use of your card was or is suspected to be fraud.**

10.13. **Netopia SMS.** You can buy a subscription via Netopia (mobilpay) SMS payment. When you choose this payment method you'll be redirected to Netopia SMS payment page where you should provide your phone number. Then you should send SMS to request the subscription, and another SMS to activate it, according to the instructions provided by Netopia. With the SMS from Netopia confirming your payment, you will also receive the instructions on how to unsubscribe.

**10.13.1. Save your Validation code and short number, received from Netopia to manage your subscription and to unsubscribe.**

10.13.2. Netopia SMS payments are available only in Romania and only for Orange, Telecom and Vodafone users. Only BOOSTEROID Start (1-month) subscription is available. You will be charged from your mobile account.

**10.13.3. IF YOU BUY SUBSCRIPTION USING NETOPIA SMS PAYMENT, IT WILL BE RENEWED AUTOMATICALLY EACH MONTH UNLESS YOU CANCEL IT.** BOOSTEROID subscription bought via Netopia costs **11.9 EUR (VAT included).**

10.14. **Activation codes.** You may buy a Boosteroid subscription on a third-party website, store (online or offline) or from an authorized distributor. You will receive a subscription activation code after you complete the purchase. Please insert this code in the relevant field on the "My Account" page in your Account to activate your subscription. Any relevant rules and agreements of the third-party distributor will apply to your purchase of Boosteroid activation code. Subscription prices may be different from those available on Boosteroid directly.

## **11. MAINTENANCE CHECKS AND SESSION TERMINATION**

11.1. We may terminate your active user sessions and disable your access to Boosteroid or some of its functionality in case of a maintenance check on our software/hardware without prior notice.

11.2. Your user session may be terminated automatically. These cases include in particular:

- no activity for more than 10 minutes;
- a maintenance check;
- unusually long user session or the use of the automated software that prevents session termination due to no activity;
- other cases that are related to the operation of Boosteroid.

11.3. We shall not be liable for any loss or damage arising out of a session termination or logout; unavailability of Boosteroid, including the loss of unsaved/unbacked data, progress, loss in the competition, or any negative consequences.

11.4. You acknowledge that you will not ask us for compensation related to the time when Boosteroid is unavailable due to a maintenance check.

## **12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

12.1. All information available on Boosteroid is provided on "as is," "with all faults" and "as available" basis and, to the fullest extent permissible pursuant to applicable law, we disclaim 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.

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

12.3. We do not warrant or make any representations regarding the use of Boosteroid in terms of its correctness, accuracy, reliability, timeliness, completeness, currentness, or otherwise.

12.4. In no event shall we (for purposes of this Section, including our equity holders, officers, directors, employees, agents, representatives, licensors or affiliates) be liable for any direct, indirect, punitive, incidental, special, consequential or other damages in any way connected to your use of Boosteroid or to the delay/inability to use Boosteroid, or otherwise arising out of the use of Boosteroid, 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 Boosteroid, injury to personal property, bodily injury or emotional distress, computer virus, file

corruption, communication-line failure, network or system outage, theft, destruction, unauthorized access to and alteration of, or use of any record. We will not be liable for any defamatory offensive or illegal conduct of any Boosteroid user.

### **13. INDEMNIFICATION**

13.1. You agree to defend, indemnify and hold harmless us, 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 Boosteroid; (b) your violation of these Terms, (c) your violation of any applicable law; (d) your User Content, or (e) your interaction with other user.

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

### **14. TERM AND TERMINATION**

14.1. These Terms shall commence when you click "Sign up", "Sign up with Google" after you provide the information necessary to create your user account and will remain in full force and effect while you use Boosteroid, except for the conditions of the Section 14.3 below.

14.2. We may suspend or discontinue, temporarily or permanently, deactivate or cancel your account and, thus, stop your use of Boosteroid and terminate the Terms unilaterally. You may terminate your account and, thus, terminate the Terms, at any time by contacting [support@boosteroid.com](mailto:support@boosteroid.com) or by means available in your account. Termination will result in destruction of all information associated with your account. You may terminate your account by following the instructions on our website, but we may retain some of your account information after you terminate it in accordance with our regulatory, accounting, and legal compliance procedures.

14.3. All provisions of these Terms 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.

14.4. You may stop using Boosteroid at any time without stating a reason.

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

15.1. We will cooperate with law enforcement authorities as required by law in any investigation of alleged illegal activity regarding the use of Boosteroid.

15.2. We may share all the information related to your account and your use of Boosteroid with enforcement authorities as required by law.

### **16. MODIFICATIONS TO THE TERMS**

16.1. We may occasionally modify these Terms with or without notice. Changes to these Terms are legally binding and effective after they are posted on the [website](#). Continued use of Boosteroid indicates your acknowledgment to be bound by the conditions of such changes. If you don't accept the changes, cease using Boosteroid.

16.2. Claims based on statements of lack of information about the Terms will not be considered.

### **17. COPYRIGHT NOTICE**

17.1. If you believe any materials accessible on or from Boosteroid infringe your copyright, you may request removal of those materials (or access to them) by submitting written notification to [support@boosteroid.com](mailto:support@boosteroid.com).

17.2. The written notice must include substantially the following:

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

2.) Identification of 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 Boosteroid.

4.) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, 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 owner of a right that is allegedly infringed.

17.3. We may not respond and not act upon receiving the notice if it does not comply with the requirements above.

## **18. MISCELLANEOUS**

18.1. We reserve all rights not expressly granted by these Terms.

18.2. These Terms shall be governed by and construed in accordance with the laws of Romania and applicable international laws. Unless otherwise determined by the applicable law, in the event of any dispute, the courts or other relevant authority located in Bucharest, Romania shall have exclusive jurisdiction.

18.3. We may transfer, assign or delegate our rights to our affiliates and other third parties.

18.4. Wherever possible, each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, while such term, provision, covenant or restriction shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to its initial intent.

18.5. Our failure to exercise any right or provision of these Terms will not operate as a waiver of such right or provision.

18.6. The section titles in these Terms have no legal effect.

### **CONTACT INFORMATION:**

**Limited Liability Company "Boosteroid Games S.R.L.",**

Address: România, Bucharest, Sector 1, Avionului str. 26, office B.

### **Boosteroid Inc.**

5900 Balcones Drive, STE 100, Austin TX 78731

Email: [support@boosteroid.com](mailto:support@boosteroid.com).

Contact us in the support chat available in the lower right corner of our website.

For cooperation inquiries, please contact us at [cooperation@boosteroid.com](mailto:cooperation@boosteroid.com).