

Terms of Use

Last update: 25.08.2024

Subjects, mentioned hereafter in these Terms:

- *Owner: Bossomnia LLC*
- *Application: SmartBooster*
- *Contact information: info@smartbooster.tech*

PLEASE READ THE FOLLOWING TERMS OF USE BEFORE USING THE APPLICATION. BY UTILIZING THE APPLICATION PRODUCED BY ITS OWNER, YOU AGREE TO BE BOUND BY THE CURRENT VERSION OF OUR TERMS OF USE AND PRIVACY POLICY.

Consent to the Terms of Use

This End-User License Agreement ("EULA") constitutes an agreement between you and the Owner with regard to the Owner's Application for Mobile Phones. By installing the Application, you are agreeing to be bound by the terms of this license agreement.

We ask that you review and abide by these Terms and Conditions, our Privacy Policy, and any other terms and conditions that may appear on the Site from time to time. Your use of the Service constitutes your agreement to these Terms and Conditions, and we reserve the right to revise these Terms and Conditions at any time without notice to you.

1. LICENSE. The Application is licensed, not sold. The Owner grants you a non-exclusive, non-transferable, non-sublicensable, limited right and license to use one copy of the Application for your personal non-commercial use on a single device. The rights granted herein are subject to your compliance with this EULA. The Application is being licensed to you and you hereby acknowledge that no title or ownership in the Application is being transferred or assigned and this EULA is not to be construed as a sale of any rights in the Application.

2. RESTRICTIONS OF USE. Unless the Owner has authorized you to distribute the Application, you shall not make or distribute copies of the Application or transfer the Application from one device to another. You shall not decompile, reverse engineer, disassemble, include in other software, or translate the Application, or use the Application for any commercial purposes. You shall not modify, alter, change or otherwise make any modification to the Application or create derivative works based upon the Application. You shall not rent, lease,

resell, sub-license, assign, distribute or otherwise transfer the Application or this license. Any attempt to do so shall be void and of no effect.

3. COPYRIGHT. You acknowledge that no title to the intellectual property in the Application is transferred to you. You further acknowledge that title and full ownership rights to the Application will remain the exclusive property of the Owner, and you will not acquire any rights to the Application. You shall not remove or obscure the Owner's copyright, trademark or other proprietary notices from any of the materials contained in this package or downloaded together with the Application.

4. DISCLAIMER OF WARRANTY. The Application is provided "AS IS", without warranty of any kind. We disclaim and make no express or implied warranties and specifically disclaim the warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. The entire risk as to the quality and performance of the Application is with you. We do not warrant that the functions contained in the Application will meet your requirements or that the operation of the Application will be error-free.

5. LIMITATION OF LIABILITY. In no event will the Owner be liable for special, incidental or consequential damages resulting from possession, access, use or malfunction of the Application, including but not limited to damages to property, loss of goodwill, computer or mobile device malfunction and, to the extent permitted by law, damages for personal injuries, property damage, lost profits or punitive damages from any causes of action arising out of or related to this EULA or the Application, whether arising in tort (including negligence), contract, strict liability or otherwise and whether or not the Owner has been advised of the possibility of such damages.

Because some states/countries do not allow certain limitations of liability, this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. This limitation of liability shall not be applied solely to the extent that any specific provision of this limitation of liability is prohibited by any federal, state, or municipal law, which cannot be preempted. This EULA gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction. In no event shall the Owner's liability for all damages (except as required by applicable law) exceed the actual price paid by you for use of the Application.

6. PRIVACY AND ADVERTISING. You can find our Privacy Policy on our website or in the Application. It is advised that you read them entirely.

7. INDEMNITY. You agree to indemnify, defend and hold the Owner harmless from and against any and all damages, losses, and expenses arising directly or indirectly from: (i) your acts and omissions to act in using the Application pursuant to the terms of the EULA; or (ii) your breach of this EULA.

8. CHANGES. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Any changes we may make to our privacy policy in the future will be posted on this page. You should check this page from time to time and take note of any changes.

9. SUBSCRIPTIONS. Users may access the Application in the following ways:

- Free Version. A program gives limited access for an unlimited time.
- Free Trial. A free-of-charge program, which gives unlimited access to all features for a limited amount of time.
- Paid Subscription "PREMIUM": a subscription fee-based program, which gives access to all content. You will only have access to the Subscription Program while your subscription is active and subsisting. You can become a subscriber to the Subscription Program by purchasing a subscription to the Application features within the Application, where allowed by the Application marketplace partners. Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, the sale is final, and we will not provide a refund. Your purchase will be subject to Apple's applicable payment policy, which also may not provide refunds. If you purchase a subscription through the Google Play store, the sale is final, and we will not provide a refund. Your purchase will be subject to Google's applicable payment policy, which also may not provide refunds.

The Application offers weekly, monthly and annual subscription options. For the purposes of our weekly, monthly and annual subscriptions, a week constitutes 7 calendar days, a month constitutes 30 calendar days, and a year constitutes 365 calendar days.

- Our "Weekly" subscription is paid in monthly installments. The weekly renewal subscription fees will continue to be billed to the Payment Method you provided, automatically until canceled. You must cancel your subscription before it renews each month in order to avoid billing next week's subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial-week subscription period.
- Our "Monthly" subscription is paid in monthly installments. The monthly renewal subscription fees will continue to be billed to the Payment Method you provided, automatically until canceled. You must cancel your subscription before it renews each month in order to avoid billing the next month's subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial-month subscription period.

- Our "Yearly" subscription is paid for by an upfront one-off payment with automatic annual renewals. You must cancel your subscription before it renews in order to avoid billing of the renewal subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial subscription period.

From time to time, the Trial period may be extended or renewed in connection with special promotions offered by the Owner, and at its own discretion. If a Trial Period expires without the User providing a paid subscription to the System, access to the System and any Content may be terminated before payment is received. Any customer data provided by the User during the trial period may be deleted after the trial period unless the User has purchased a paid subscription to the same features of the System. This Agreement shall be automatically prolonged for additional periods if the Owner does not receive a written notice of termination not less than 10 (ten) days before the current term.

10. TERMINATION. These Terms of Use are effective unless and until terminated by either you or the Owner. You may terminate these Terms of Use as they apply to you at any time by ceasing to use the Application. The Owner may terminate these Terms of Use at any time immediately and without notice, and accordingly deny you access to the Application, for any reason in its sole discretion; however, the provisions in these Terms of Use that relate to intellectual property, indemnification, disclaimer, limitation of liability, and choice of law shall survive any termination of these Terms of Use.

11. RESOLUTION OF DISPUTES

- The claim procedure for pre-trial settlement of disputes arising from this Agreement shall be binding on the Parties.
- Letters of claim shall be sent by the Parties by hand or by registered mail with a notice of delivery to the address of the location of the Party.
- It is not allowed for the Parties to send letters of claim otherwise than specified in the upper clause.
- The term of consideration of the claim letter is 21 working days from the date of receipt by the last addressee.
- Disputes under this Agreement shall be settled in court in accordance with the law.

12. CONCLUDING PROVISIONS. This Agreement shall be governed by and construed in accordance with the laws of the country where the Owner is registered. Issues not regulated by this Agreement shall be resolved in accordance with the legislation of the country of

company registration. All possible disputes arising from the relations governed by this Agreement shall be settled in the manner prescribed by the current legislation of the country of company registration, according to the norms of the law. Everywhere in the text of this Agreement, the term "legislation" shall mean the legislation of the country of company registration.

13. CONTACTS. If there are any questions regarding this privacy policy you may contact us using the information on the first page.