

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (the ‘Terms of Use’, ‘Agreement’) is a legal agreement between you (“User” or “Licensee”) and BLOCKCHAIN DATA GROUP LP (“BLOCKCHAIN DATA GROUP” or “we” or “Licensor”). By accessing our website boosteroid.com (the “Site”), you agree to comply with and be legally bound by the Agreement. If you do not agree, please do not access our Site.

By clicking the “I Agree” or similar button or in the absence of such button, you agree to and accept each of the terms, conditions and provisions of this Agreement. If you do not agree to and accept each of the terms, conditions and provisions of this Agreement, you please do not press the button “I Agree” or similar button or in the absence of such button.

ELIGIBILITY TO USE THE SITE

You may view Content on the Site without registering, but as a condition for certain aspects of the Service, you may be required to register on the Site and create an account. This process includes selecting a screen name and a password. When creating an account, you represent and warrant that:

- (a) all information you submit is truthful, current, complete and accurate;
- (b) your use of the Service does not violate any applicable law or regulation; and
- (c) you are at least 18 years of age (or a legal age in your jurisdiction) or have received parental consent and supervision when using the Site and your parent or legal guardian also agrees to be bound by this Agreement and agrees to be responsible for your use of the Site.

We reserve the right to terminate your account, your use of the Site at any time, for any reason at our sole and absolute discretion.

CONTENT

All text, graphics, 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 Site (the “Content”), including but not limited to the design, structure, selection, coordination, expression, and arrangement of such Content, contained on the Site, unless specifically noted, is owned, controlled or licensed by or to BLOCKCHAIN DATA GROUP, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without BLOCKCHAIN DATA GROUP’s express prior written consent.

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

WHAT WE DO

BOOSTEROID (‘Services platform’) is a secure cloud services platform that provides convenient access to computing power, storages, software products and other functionality. The services platform will allow users who do not have a PC with high-performance to use a computing cloud with convenient user-interface and simple management. It is possible to work with any software products including graphic and video editors and games.

Beta Version of the cloud services platform BOOSTEROID is a free version of BOOSTEROID (‘Licensed Product’), created in order to evaluate and test the services platform for the limited period of time.

BOOSTORE is a free apps and games store, which is a component of a BOOSTEROID cloud platform. Using BOOSTORE you agree with terms and conditions, end user license agreements etc. provided by the owners if intellectual property rights of the products.

UNSOLICITED IDEA SUBMISSIONS

We are always happy to hear from our Users and are grateful for your comments and suggestions how to improve our Site and services. The following policy applies to all third party submissions of ideas, comments, suggestions, improvements, proposals or materials:

- (a) all submissions are non-confidential and nonproprietary;
- (b) we will not be liable for any use or disclosure of any submission; and
- (c) we can use the submission for any purpose whatsoever, commercial or otherwise, without compensation to the submitting person.

PASSWORD ACCOUNT SECURITY

You are solely responsible for maintaining the confidentiality of your password associated with your account. Accordingly, you understand and agree that you are solely responsible for any and all activities that occur under your account.

You agree to:

- (a) immediately notify us at support@boosteroid.com of any unauthorized use of 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 Site. BLOCKCHAIN DATA GROUP will not be liable for any loss or damage arising from your failure to comply with this section.

PROHIBITED ACTIVITIES

By accessing and using the Site, you agree that you will not use the Site and the Service for any unlawful or prohibited purpose. You may not attempt, through any means, to gain unauthorized access to any part of the Site or the Service, other account, computer system or network connected to our server. BLOCKCHAIN DATA GROUP reserves the right, in its sole and absolute discretion, to monitor all the activities on the Site.

Without limiting the foregoing, you will not use the Site and the Services to:

- (a) violate any applicable local, state, national, international or other law or regulation, or any court order;
- (b) access and use the Site from territories where such website and content are illegal or strictly prohibited;
- (c) promote any criminal activity, provide information about illegal activities;
- (d) interfere with, disrupt or damage the Site and the Services, servers or networks connected to the Site and the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site and the Services, including, without limitation, through the use of viruses, cancel bots, 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 Site and the Services 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 any other User or collect or store any information about any other User;
- (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 Services;
- (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 Site and the Services (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 Site 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 Site and the Service, except to the extent applicable laws specifically prohibit such restriction;
- (o) modify, translate, or otherwise create derivative works of any part of the Site and the Service; or
- (p) advocate, encourage, or assist any third party in doing any of the foregoing.

USING OF THE BETA VERSION

If you are using the Beta version of the cloud services platform BOOSTEROID, the BLOCKCHAIN DATA GROUP grants you a limited, non transferable, royalty-free license to use the Licensed Product in order to evaluate and test it exclusively for your non-commercial internal use during the testing time. The testing time is maximum 3 hours.

COMPENSATION

There is no charge for use of Beta version of the cloud services platform BOOSTEROID under the terms and conditions of this Agreement.

ACKNOWLEDGEMENTS

Licensee acknowledges that: (a) Licensor’s purpose in granting Licensee free use of the Licensed Product under the terms and conditions of this Agreement is to allow Licensor to evaluate and test the Licensed Product for the period of testing time determined by Licensor; (b) the Licensed Product is and shall remain the exclusive property of Licensor and Licensor’s successors and assigns; (c) Licensee has no right or interest in the Licensed Product other than as expressly granted in this Agreement; (d) Licensor permits use of the Licensed Product only for a period of testing time, upon the completion of such time, the Software will cease to operate; and (e) any data, analytics, feedback or suggestions for improvements or enhancements given by Licensee to Licensor, including by means of automated upload features, regarding the Licensed Product (collectively, “Feedback”) does not give Licensee any rights in any release of the Licensed Product or require Licensor to implement Licensee’s suggestions or other requirements in any release of the Licensed Product. Licensee hereby irrevocably assigns and transfers to Licensor all of Licensee’s right, title and interest in and to Feedback and all intellectual property associated therewith without any claim for any compensation from Licensor.

TRANSFER OF LICENSE, COPY PROTECTION

Licensee may not rent, loan, transfer, sublicense, lease or otherwise distribute or operate the Licensed Product to or for the benefit of any third party. Licensee may not assign all or any part of its rights or obligations under this Agreement without Licensor’s prior written consent and any attempt to the contrary will be void and a material breach of this Agreement. Licensor may withhold such consent in its sole discretion. Licensee shall not disclose, assign or transfer any copy control information

(such as serial numbers or license keys) or attempt to defeat or circumvent any copy protection system or software intended to control installation, copying and other use of the Licensed Product.

DISCLAIMER OF WARRANTIES

All information available at our Site is provided on “as is,” “with all faults” and “as available” basis and, to the fullest extent permissible pursuant to applicable law, BLOCKCHAIN DATA GROUP 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. You expressly agree that your use of our Site and the services is at your sole risk. We do not warrant that the services you obtain through our Site 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 Site or the server are free of viruses or other harmful components, or that the Site or the technology that makes it available, are immune to hacker activity, electronic or non-electronic tampering, computer crime or theft. We do not warrant or make any representations regarding the use or the results of the use of the Site and services in terms of their correctness, accuracy, reliability of the use or the results of the use of the Site and services 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.

LIMITATION OF LIABILITY

In no event shall BLOCKCHAIN DATA GROUP (for purposes of this section “BLOCKCHAIN DATA GROUP” or “we” include BLOCKCHAIN DATA GROUP’s equity holders, officers, directors, employees, consultants, agents, successors, representatives or affiliates) be liable for any direct, indirect, punitive, incidental, special, consequential or other damages arising out of or in any way connected with your use of the Site or the services, or with the delay or inability to use the Site or the services, or otherwise arising out of the use of the Site and the services, 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 Site, 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. You specifically agree that we will not be liable for any defamatory offensive or illegal conduct of any user of the Site or the services.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless BLOCKCHAIN DATA GROUP, our subsidiaries and affiliated companies, and their officers, employees, directors, contractors and 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 Site, the Services or the Content; (b) your violation of this Agreement, (c) your violation of any applicable law; (d) your User Content, or (e) your interaction with any User. BLOCKCHAIN DATA GROUP may assume the exclusive defense and control of any matter for which you have agreed to indemnify BLOCKCHAIN DATA GROUP and you agree to assist and cooperate with BLOCKCHAIN DATA GROUP in the defense or settlement of any such matters.

TERM AND TERMINATION

This Agreement shall commence on the time that you press the button ‘I Agree’ or similar button in the absence of such button.

If the User:

(i) makes or distributes, or fails to prevent others from making or distributing, copies of the Licensed Product (except as expressly permitted by this Agreement) or modifications or derivations thereof; or (ii) breaches any provision of this Agreement, then this Agreement shall terminate automatically.

BLOCKCHAIN DATA GROUP may, in our sole discretion and without liability to you or to any third party, with or without cause, with or without notice, suspend or discontinue, temporarily or permanently, the Site, the and the Services (or any part thereof) and/or deactivate or cancel your Boosteroid account. You may also cancel your Boosteroid account at any time by sending us an email at info@boosteroid.com. 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. You agree that we will not be liable to you or to any other party for termination of your access to the Site or the Services. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

USER ADDITIONAL REPRESENTATIONS

The User additionally represents and warrants that any cryptocurrency transfer that the User makes through Boosteroid is legal in the User's jurisdiction. We will not be held liable for any loss or damages due to your non-compliance.

All cryptocurrency transfers are made voluntarily and at your sole discretion and you realize all risks of using cryptocurrency and blockchain technology, which are generally understood and recognized in accordance with the warnings of the financial regulators of countries across the world, as well as the risks specified in this agreement.

INTERNATIONAL USE

We do not represent or warrant that the Site, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their 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 Site, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. Accessing the Site is prohibited from territories where the Site's Content is illegal.

COOPERATION WITH AUTHORITIES AND POLICE ENFORCEMENT

We will cooperate with law enforcement authorities as required by law. We will cooperate with law enforcement agencies in any investigation of alleged illegal activity regarding the use of the Service when requested.

MODIFICATIONS

We may occasionally modify the Terms of Use, the Privacy Policy and the Copyright Notice. All changes will be effective upon posting on the Site. You agree to be bound by any such changes if you continue to use the Site after such changes have been posted. We may change, restrict access to, suspend or discontinue the Site, or any portion of the Site, at any time.

COPYRIGHT NOTICE POLICY

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting a written notification to support@boosteroid.com.

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 Site.
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.

MISCELLANEOUS

1. Reservation of Rights. We reserve all rights not expressly granted by this Agreement.
2. Dispute resolution. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and applicable international law treaties. In the event of a dispute, the courts of The United Kingdom of Great Britain and Northern Ireland shall have absolute and exclusive jurisdiction.
3. Material Terms. 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 Site.
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.
5. Assignment; Waiver. You may 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.