

BOOSTEROID REFERRAL PROGRAM TERMS

(Last Updated: February 16, 2021)

This **Boosteroid Referral Program Terms** (the “Terms”) set out the terms and conditions upon which **Boosteroid** (“we”, “us”, “our”) provides access to Boosteroid Partners Account, its functionality and other services (the “Account”) to You.

By accessing and using the Account you agree to comply with, be legally bound by, and firmly adhere to these Terms. If you do not agree, you must not access and use the Account. By accessing or using the Account, you represent and warrant that you have the authority and capacity to do so.

If any provision of these Terms is unclear for you or you require additional clarification, make sure you contact us at partners@boosteroid.com before you agree to these Terms and start using the Account. When you agree to these Terms, you acknowledge that you understand and agree with each and every provision of these Terms.

1. The Account

1.1. The Account available on the website <https://boosteroid.partners/>.

1.2. If you are a new user, you should sign up and log in to the Account. When signing up you should provide:

- valid email address (it will be verified by sending a verification email as a part of the registration process);
- your full name;
- your phone number;
- country of residence;
- your password (you should have at least an 8-character password).

1.3. When signing up, 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 Account and our services does not violate any applicable law or regulation in your jurisdiction, as well as in our jurisdiction (the UE);
- (c) you are at least 18 years old (or the legal age in your jurisdiction).

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

1.5. The Account and other services we provide to you, all the software, computer code and hardware related thereto, all websites and webpages and their content (video, audio, graphic, text, etc.), user interfaces, visual interfaces, trademarks, logos, button icons, images, digital downloads, data compilations and any other works of authorship, both individually and as they are compiled on the Account and other services, all domain names related to the Account and any other services we provide to you, property and intellectual property rights related thereto, is and shall remain our exclusive property. No license, express or implied, is provided under these Terms unless explicitly stated herein.

1.6. By using the Account and our services you receive no right or interest in the Account and our services and properties.

1.7. Except as expressly provided in these Terms, no part of the Account and our services and no other Boosteroid properties 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 media for publication or distribution or for any commercial enterprise, without our express prior written consent.

1.8. We may monitor all the activities on the Account for security, accounting and statistics purposes.

1.9. In your Account you can generate referral links (up to 50), view and export statistical data regarding the performance of your referral links and Qualified Engagements (the term is defined in Section 2.5. below), the amount of reward you are entitled to claim, communicate with our manager, request payouts, as well as use other functionality available in the Account.

2. Referral Program; How the Program Works

2.1. Boosteroid Referral Program (the "Program") is created to reward you for attracting more customers to our products and services. You take part in the Program when you use the Account.

2.2. As a participant of the Program, you distribute the unique referral link obtained from us to other people (the "user", "users"), who can use your referral link to sign up for our products and services.

2.3. You should generate the referral link in the Account. You may generate up to 50 different referral links.

2.4. You get the right to claim the reward when the Qualified Engagement of the user occurs. The engagement is considered Qualified when the following conditions are met:

- a.) a user signs up for Boosteroid cloud gaming platform available [here](#).
- b.) a user purchases any Boosteroid subscription.
- c.) a user launches at least one user session on Boosteroid cloud gaming platform.

2.5. We shall determine when the Qualified Engagement occurs at our own discretion based on the information related to the user activity on Boosteroid cloud gaming platform that we collect.

2.6. You may check the statistical data related to the Qualified Engagement in the Account.

2.7. We will not share any personal data of our users with you.

2.8. You may choose the way you distribute the referral link to users. While making referral links available to other people, you must not violate any applicable law, rule or regulation. You hereby acknowledge that in connection with the distribution of the referral link:

- a.) you will never distribute referral links to other people on the reward basis (either financial or other) and will never ask other people to provide you with anything or to take any action (or refuse to take an action) as a condition of getting the referral link;
- b.) you will never collect and process any personal data (as defined in [the General Data Protection Regulation](#)) of any third party;
- c.) you will never act with the intent to annoy, harass, or abuse any other person;
- d.) you will never conduct any illegal, illicit, inappropriate, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity;
- e.) you will never directly and knowingly approach minors under 14 years old;
- f.) you will never act in violation of these Terms and any other applicable laws, rules and regulations.

2.9. We reserve the right to find ineligible any person who participates in the Program at our sole discretion without stating a reason and without notice.

3. Fees and Payouts

3.1. The Account and our services associated with the Account are provided to you free of charge. You acknowledge that you shall not ask us for any compensation in case you are not satisfied with the Account and our services for whatever reason or in any other case.

3.2. Provided that all conditions determined herein are met, you have the right to claim the reward from us for every user who completed Qualified Engagement using your referral link.

3.3. The rate of the reward is 10-75% of the price of the Boosteroid subscription purchased by each user who completes Qualified Engagement using your referral link. The rate applicable to you will be communicated to you by our agent with the official email letter sent from partners@boosteroid.com. We may change the fee applicable to you over time on our own discretion. If the rate increases, we will notify you by email and/or in your Account. If we decide to decrease the rate, we will inform you about that 3 business days before the changes apply.

3.4. You are entitled to claim reward only regarding the initial purchase of Boosteroid subscription by the user. All other purchases that the user may make while using our services and products (including but not limited to recurring payments) shall be exempt from the Program.

3.5. In the Account you can view the statistics on the amount of money you are entitled to receive as the reward. We do not store, collect or transfer any money or other funds on/through our website and the Account. The amount of money displayed in the Account simply shows the amount of money you are entitled to get as a reward.

3.6. The minimum payment amount of the reward is 50 EUR. If your reward is less than 50 EUR you cannot request the payout. The minimum payment amount may be changed over time.

3.7. To complete the payout you should contact our manager through means available in the Account and request the payout. There is no particular payout request form, you just tell the manager that you want a payout.

3.8. Payout requests are subject to verification by the manager. The verification is typically made within five (5) business days. The verification time may be extended by the sole discretion of the manager, however, in any case, it shall not exceed two (2) calendar months.

3.9. Payouts are carried out through PayPal. You hereby acknowledge that you should have a PayPal account to be able to get the payout. Without prejudice to Section 3.10. below, we will not make any payouts in any other way except as through PayPal. You hereby agree to comply with all terms and rules applicable to your use of PayPal.

3.10. In the Account you may request the payout to be made to your mobile account. You hereby acknowledge that we have no obligation to proceed with this payout method and that our main payout method is PayPal. We will review your request for payout to your mobile account and notify you whether this option is available.

3.11. The Payout is deemed successfully made when you receive the amount of your reward to your PayPal account, provided that we shall not be responsible for any delays with the transaction that may occur on the side of PayPal. We shall not be liable for any loss or damage to you arising out of a failure or delay in the operation of PayPal.

3.12. The reward (payout amount) may be taxable according to tax laws that apply to you. You acknowledge that it is your sole responsibility to comply with all applicable tax laws.

3.13. We may refuse to carry out payouts to you if we detect any violation of these Terms from your side.

3.14. We may refuse to carry out a payout to you if you request the payout for the Qualified Engagements that happened more than 6 months before the payout request.

4. Disclaimer of Warranties, Limitation of Liability

4.1. All information related to the Account and our services are 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.

4.2. YOU EXPRESSLY AGREE THAT YOUR USE OF THE ACCOUNT AND OUR SERVICES IS AT YOUR SOLE RISK. We do not warrant that the services and/or products you obtain 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.

4.3. We do not warrant or make any representations regarding the use or the results of the use of the Account and our services in terms of their correctness, accuracy, reliability, timeliness, completeness, currentness, or otherwise.

4.4. In no event shall we (for purposes of this section, including our equity holders, officers, directors, employees, consultants, agents, successors, 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 the Account and our services or to the delay or inability to use the Account and our services, or otherwise arising out of the use of the Account and our 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 Account and our services 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.

5. Term and Termination

5.1. These Terms shall commence on the time that you press the button or check the box “I Agree” or similar button/box before you start using the Account and our services.

5.2. These Terms shall remain in full force and effect during the time you use the Account and our services.

5.3. 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 Account and our services and terminate these Terms. However, we shall be obliged to carry out all pending payouts to you no later than two (2) calendar months after the termination.

5.4. Termination may result in the forfeiture and destruction of all information associated with your Account.

5.5. 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.

5.6. You may stop using the Account and our services at any time without stating a reason.

6. Modification to this Agreement

6.1. We may modify these Terms. We won't notify you about that unless the modifications are significant. We encourage you to review these Terms frequently. Any modifications to these Terms are legally binding, valid and effective after they are posted on the website

<https://boosteroid.partners/> or communicated to you over email and/or in your Account. Continued use of the Account indicates your acknowledgment to be bound by the terms and conditions of such modifications. If you do not accept modifications, you must cease using the Account.

6.2. Any claims based on statements of lack of information about these Terms shall not be accepted and considered.

7. Miscellaneous

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

7.2. Your feedback, data, comments, suggestions for improvements, etc. ("Feedback") given to us, including by means of automated upload features, regarding the Account and our services, do not give you any rights in the Account and our services and do not require us to implement your suggestions. You acknowledge that we have the right to treat your Feedback as non-confidential and non-proprietary and to use it for commercial or other purposes without your consent and/or notification to you.

7.3. This Agreement shall be governed by the laws of Romania and applicable international law treaties. In the event of any dispute, the courts or applicable authorities located in Bucharest, Romania shall have absolute and exclusive jurisdiction.

7.4. The Parties hereto are independent contractors with respect to each other and with respect to all matters arising under these Terms. Nothing herein establishes a partnership, joint venture, association, or employment relationship between the parties and/or any exclusive course of dealing. The words "Partner", "partners", "affiliates" or similar that can be found in the Account or can be used during our communication with you and others do not mean that any legal partnering relationship will be created between you and us.

7.5. 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.

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

7.7. The section titles in these Terms are for convenience and have no legal or contractual effect.

7.8. These Terms constitute the entire agreement between you and us and shall have absolute priority over any other terms and conditions of the use of the Account you may be provided with by any party or that may otherwise become available to you.

CONTACT INFORMATION:

Boosteroid

partners@boosteroid.com