

The background of the entire page is a vibrant blue color. Overlaid on this background is a complex, light-colored network pattern consisting of numerous small dots connected by thin, intersecting lines, creating a web-like or molecular structure. The dots and lines are more densely packed in some areas and more sparse in others, giving it a dynamic, interconnected appearance.

**BOOM
STARTER
NETWORK**

TERMS OF USE

LAST MODIFICATION: 30.12.2018

ATTENTION, NOTICE TO USER: THIS IS AN AGREEMENT GOVERNING YOUR RELATIONSHIP WITH BOOMSTARTER PTE. LTD., A COMPANY INCORPORATED IN SINGAPORE WITH REGISTRATION NUMBER 201823523H AT 176 JOO CHIAT ROAD, #02-02427447, SINGAPORE AND USE OF BOOMSTARTER'S SERVICES (AS SUCH TERM DEFINED BELOW) AVAILABLE ON [HTTPS://BOOMSTARTER.NETWORK](https://boomstarter.network) AND BOOMSTARTER'S DOMAINS INCLUDED WITHIN THIS SITE PROVIDED TO YOU BY BOOMSTARTER. YOU MAY USE THIS SITE AND/OR THE SERVICES ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE AND SERVICES. USING THIS SITE AND/OR SERVICES INDICATE THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE AND/OR SERVICE.

BEFORE YOU PUT A CHECKMARK AT THE "I ACCEPT" OR "SIGN UP" BUTTON AND PRESS "NEXT", PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS TERMS OF USE, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I ACCEPT" OR "SIGN UP" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS OF USE AND AGREE THAT THESE TERMS OF USE ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, CLICK THE "I DISAGREE" BUTTON OR STOP USING THE WEBSITE AND YOU WILL NOT BECOME A PARTY TO THESE TERMS OF USE.

TERMS AND INTERPRETATION

1. In these Terms of Use unless the opposite is clear from the context the following rules of interpretation apply:
 - a) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - b) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
 - c) References to clauses and schedules are to the clauses and schedules of these Terms of Use and references to paragraphs are to paragraphs of the relevant schedule;
 - d) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
 - e) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
 - f) The term 'including' does not exclude anything not listed;
 - g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - h) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - i) A reference to writing or written includes fax and e-mail.
 - j) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
 - k) Any words following these Terms of Use including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.
2. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in these Terms of Use shall survive any termination or expiration of these Terms of Use. The rest of terms and definitions that can be found in the text of the Terms of Use should be interpreted by the parties according to the laws of the

Singapore and to the general rules of interpretation of such terms accepted in the Internet network.

3. The following definitions and rules of interpretation apply in this Agreement:

Terms of Use	These Terms of Use
Account	An arrangement with Boomstarter by which User is given personalized access to a website, by entering a username and password.
Boomstarter	Boomstarter PTE. LTD., a company incorporated in Singapore with registration number 201823523h at 176 Joo Chiat Road, #02-02427447, Singapore
Content	Has the meaning defined in section 8
Creator	Has the meaning defined in section 15
Device	User`s personal computer or other electronic devices used to get access to the Site and Services
Fundraising campaign	An event starting from the moment of posting a Project on Site, ending in accordance with terms of Project, during which Miners are able to conduct mining for the benefit of Project.
Miner	Has the meaning defined in section 15
Project	writing a book, recording a disc, shooting a film, sewing clothes, creating photos, developing a game or technology, showing a theatrical performance, organizing a concert and other creative projects, etc. implemented by the Creators of the projects, information about which is posted on the Site, for the purpose of, inter alia, announcing the Project, as well as attraction of attention of Miners intent to support such Project.
Services	Services provided by the Boomstarter through the Site defined in accordance with section 12-15
Site	A group of interrelated websites owned and operated by Boomstarter PTE. LTD., a company incorporated in Singapore at 176 JOO CHIAT ROAD, #02- 02427447, Singapore , available in the Internet via address: https://boomstarter.network and special application based on blockchain technology.
Term	Has the meaning defined in section 37

ACCEPTANCE OF TERMS OF USE

4. Boomstarter makes this Site including all information, graphics, documents, text, products and all other elements of the Site and all products offered on this Site and services operated through the Site, available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Site. By accessing and using this Site, use of any Boomstarter`s Service available through this Site you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Site and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Site and/or Service. If you do not agree to any additional specific terms or to particular transactions concluded through this Site, then you should NOT use the part of the Site, which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.
5. The use of the Site may require You to create an Account with Boomstarter on the Site. You warrant and represent that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account`s

- creation to no longer be current, complete or accurate.
6. The following restrictions and conditions apply to the use of services and creating and maintaining the Account (as such term defined below):
 - a) a. You shall not create an account in connection with the Site and/or Service, or access Service if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally competent to use the Site;
 - b) You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any unauthorized use of Site by minors in connection with your Account. You are solely responsible for any use of your cryptocurrency wallet or other payment instrument by minors;
 - c) You shall not create an Account if you have already created one Account on the Site;
 - d) You shall not have an Account or use Service if you have previously been removed by Boomstarter from the Site;
 - e) You shall not use Service if (a) you are citizen or resident of: Afghanistan, Burundi, Balkan, Myanmar, Cote d'Ivoire, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Lebanon, Libya, North Korea, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Tanzania, Uganda, Zaire, Zimbabwe countries where cryptocurrency is prohibited; (b) you are a person under the sanctions of the United Nations or the USA.
 - f) You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to any other user or third party;
 - g) You shall not use your Account to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Site to assist any other party in such illegal activity; and you shall not use your Account to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the platforms underlying code or technical mechanisms; cause damage to the Site or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site.
 - h) You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without Boomstarter's written permission;
 - i) You shall not access or use an Account that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Boomstarter's consent.
 7. Notwithstanding the foregoing, Boomstarter may refuse to provide Service to any person for any reason or no reason whatsoever.
 8. These Terms of Use may be amended by Boomstarter upon notice given by one or more of the following means: through the Site at or after you login to your Account, by the email communication to the address provided by you when you setup your Account, or by written mail communication to the address on record for your Account. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms of Use as amended from time to time. Please check the Terms of Use published on this Site regularly to ensure that you are aware of all terms governing your use of this Site. In addition, specific terms and conditions may apply to specific content, products, materials, Service or information contained on or available

through this Site (the "Content") or transactions concluded through this Site. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

9. Boomstarter reserves the right to terminate or restrict your access to the Site for any reason whatsoever at its sole discretion, including but not limited to the cases where Boomstarter or its partners receive from one or more users of the Site information on violation of these Terms of Use.
10. You hereby agree that Boomstarter, its partners, their employees and representatives acting on behalf of Boomstarter, on their own and at its sole discretion evaluate the information and evidences provided and make a decision to terminate or restrict your access to the Site, and such a decision is not subject to review or appeal.
11. By accepting these Terms of Use you hereby acknowledge that you have read and agree with the following legal documents:
[Boomstarter Privacy Policy](#)
[Boomstarter AML/KYC Policy](#)

DESCRIPTION OF SERVICE

12. Through use of your Device and this Site you may create an Account at the Site and create a Project to start Fundraising campaign (in this case you are considered as "Creator"), or conduct mining for the benefit of Creator`s Project by downloading special application from the Website (in this case you are considered as "Miner").
13. Boomstarter provides a Fundraising platform for creative projects. When a Creator posts a Project on Boomstarter, Creator invites other people to form a contract with Creator. Anyone who agree to conduct mining for the benefit a Creator`s Project is accepting the creator`s offer, and forming that contract.
14. Boomstarter is not a part of the contract, specified in section 13. However, whereas Boomstarter is the owner of Site and provider of Services, Boomstarter establish conditions that will govern relations between Creator and Miner:
 - a) Creator must complete a Project in time specified in Project.
 - b) If a Creator is unable to complete his/her/its Project in time and on conditions specified in Project, the Creator is considered failed to perform the basic obligations of this contract. Creator must make every reasonable effort to find another way of bringing the Project to the best possible conclusion for Miners. A Creator has only remedied the situation and met their obligations to miners if:
 - Creator post a statement that explains what work has been done, how funds raised during Fundraising campaign were used, and what prevents Creator from finishing the Project as planned;
 - Creator proves that Creator work diligently and in good faith to bring the Project to the best possible conclusion in a timeframe that`s communicated to Miners;
 - Creator able to prove that funds are used appropriately with terms posted in Project;
 - c) The Creator is solely responsible for fulfilling the promises made in his/her/its Project. If Creator unable to satisfy the terms of this contract, Creator may be subject to legal action by Miners.
15. Boomstarter is entitled to receive 20% of amount of funds mined by Miners for Creator`s Project, provided that such Project is successful Project ("Boomstarter`s fee").

CERTAIN MATTERS RELATED TO CREATOR

16. Every User of website has a right to become Creator. To become Creator, User shall provide Boomstarter with documents specified in AML/KYC Policy to pass Boomstarter`s KYC.
17. After completion of KYC of Creator, the Creator is entitled to post Project on the Site, provided that prior the Project will be posted it should be moderated by Boomstarter.
18. Creator shall apply for moderation to Boomstarter by provision of information about Project, including but not limited, descriptive information, video, images about Project, amount planned to receive during Fundraising campaign, term of Fundraising campaign (from 1 to 60 days). Boomstarter shall approve or reject the Project within the 15 (fifteen) working days from the date of applying Project for moderation, provided that Boomstarter is entitled to reject the Project for any reason whatsoever at its sole discretion. In case of rejection of Project, Creator may change the description of Project and apply for moderation again.
19. In case of approval of Project, Creator shall pay a fee in BC Tokens to Boomstarter ("Posting fee") and post a Project. The amount of fee is specified in Tariffs.
20. Posting a Project starts Fundraising campaign, during which Miners are allowed to conduct mining for the benefit of such Project.
21. After the end of term of Fundraising campaign, Creator receive the 70% of amount of funds mined by Miners for Creator`s Project to Creator`s ETH wallet specified in Creator`s account within 1 working day from the end of Fundraising campaign, provided that amount of funds mined by Miners for Creator`s Project equal to or exceed the amount, specified in Creator`s Project ("Successful Project").
22. If at the end of Fundraising campaign amount of funds mined by Miners for Creator`s Project less than the amount, specified in Creator`s Project ("Unsuccessful Project"), all funds mined by Miners for Creator`s Project are sent to Miner`s accounts in proportion of funds mined by each of Miner participating in Fundraising campaign of such Project.

CERTAIN MATTERS RELATED TO MINER

23. To become Miner, User shall download a special application from the Website, choose the Project for the benefit of which he/she/it will start conducting mining.
24. Miner is entitled to choose Project, period of mining at his/her/its sole discretion, provided that miner is entitled to conduct mining only for the benefit of one Project at the same time. Miner is able to change Project no more often than once a day.
25. After the end of Fundraising campaign, Miner shall provide Boomstarter with documents specified in AML/KYC Policy to pass Boomstarter`s KYC and receive Miner`s fee.
26. If Project is Successful Project, Miner receives a fee in 10% of amount of funds mined by such Miner for Creator`s Project ("Miner`s fee").
27. If Project is Unsuccessful Project, Miner receives all funds mined by such Miner for Creator`s Project.
28. A Miner, whose total hashrate is highest for one Project, shall be considered a Top-Miner. Top-Miner receives 5% of all funds mined by Miners for such Creator`s Project in addition to Miner`s fee, specified in section 26.

WARRANTIES AND DISCLAIMERS

29. Boomstarter does not provide Users with any financial, investment or legal advice or

crowdfunding possibilities via its platform by providing its Services and operating the Site at its current stage of development. Any information available on the Site or distributed by Boomstarter is to be received as-is, and will not be deemed as a professional advice or call to action.

30. Although care has been taken to ensure the accuracy of the information on this Site, Boomstarter assumes no responsibility therefore. ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE." BOOMSTARTER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THIS SITE OR THE CONTENT. BOOMSTARTER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THIS SITE. YOU ACKNOWLEDGE THAT ANY INFORMATION SENT BY YOU MAY BE INTERCEPTED. BOOMSTARTER DOES NOT WARRANT THAT THE SITE OR THE SERVERS WHICH MAKE THIS SITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY BOOMSTARTER ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. Except agreed by Boomstarter in writing, contractors, agents, dealers or distributors of Boomstarter or any other third party shall not have a right to modify this limited warranty, nor to make any additional warranties.
31. The use of the Service through the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your Device, loss of data, or other harm that results from such activities. Boomstarter assumes no liability for any computer virus or other similar software code that is downloaded to your Device from the Site or in connection with any Service or products offered through the Site. No advice or information whether oral or written, obtained by you from Boomstarter or from the Site shall create any warranty not expressly stated in the Terms of use.
32. The Site may contain references to specific Boomstarter Services that may not be (readily) available in a particular country or region. Any such reference does not imply or warrant that any such products or Service shall be available at any time in any particular country or Device.
33. IN NO EVENT SHALL BOOMSTARTER OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS SITE OR THE CONTENT, PRODUCTS, SERVICE, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THIS SITE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, LOSS OR DAMAGE TO THE CONTENT, ANY SERVICES AVAILABLE THROUGH THE SITE THAT ARE DELAYED OR INTERRUPTED, EVEN IF BOOMSTARTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST BOOMSTARTER PERTAINING TO OR IN CONNECTION WITH THIS SITE MUST BE COMMENCED AND NOTIFIED TO BOOMSTARTER IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION.
34. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATIONS

35. Any use of the Service in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the Service and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY BOOMSTARTER SERVICE OR THE SITE IS A VIOLATION OF BOOMSTARTER POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.
36. You agree that you will not, under any circumstances:
- a) Engage in any act that Boomstarter deems in its reasonable discretion to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms of Use, our service rules, or any other policies;
 - b) Make improper use of Boomstarter's Services, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel; or
 - c) Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
 - d) Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Service;
 - e) Use the Service in order to design or assist in the design of exploits, automation software or any other unauthorized third party software designed to modify or interfere with the Services;
 - f) Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Service, Site (each a "Server");
 - g) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Service, or other attempts to disrupt the Service; or
 - h) Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Boomstarter, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service;
 - i) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
 - j) Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
 - k) Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Boomstarter employee;
 - l) Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Use;
 - m) Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by Boomstarter;
 - n) Except where permitted by law or relevant open source licenses, reverse engineer,

- decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by Boomstarter; or
- o) Copy, modify or distribute rights or content from any Site or Service, or Boomstarter's copyrights or trademarks or use any method to copy or distribute the content of the Service except as specifically allowed in these Terms of Use;
 - p) Solicit or attempt to solicit personal information from other users of the Service;
 - q) Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service; or
 - r) Upload or transmit or attempt to upload or transmit, without Boomstarter's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").
 - s) Publicly disseminate information about the types and methods of violations of these Terms of Use, as well as publicly call for violation of these Terms of Use.
 - t) Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.
 - u) register and use to access to the Services more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one account, Boomstarter has the right to restrict, suspend, terminate, modify or delete any and all accounts associated with you.
 - v) use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to use Site or Services, participate in Fundraising campaigns or for any other purposes.

TERM AND TERMINATION

- 37. The term of this Terms of Use shall begin when you start using this Site and/or Service and shall continue in perpetuity unless otherwise terminated by Boomstarter by written notice ("Term"). Boomstarter expressly reserves the right to change, suspend or discontinue all the Service or portion thereof, at any time, and may terminate your use of the Service at any time. Without prejudice to any other rights, these Terms of Use will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Service including without limitation any use of Boomstarter's trademarks, trade names, copyrights and other intellectual property.
- 38. WITHOUT LIMITING ANY OTHER REMEDIES, BOOMSTARTER MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR BOOMSTARTER REASONABLY SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THIS TERMS OF USE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE ACCESS TO YOUR ACCOUNT AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, OR SERVICES ASSOCIATED WITH YOUR USE OF THE SERVICE, AND BOOMSTARTER IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.
- 39. WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR

SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

40. Boomstarter reserves the right to stop offering and/or supporting the Service or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or a part thereof will be automatically terminated or suspended.
41. Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.
42. UPON TERMINATION OF THIS AGREEMENT YOU WILL NO LONGER BE AUTHORIZED TO USE THE SERVICE IN ANY WAY.

YOUR WARRANTIES

43. YOU HEREBY WARRANT THAT: (I) ALL INFORMATION PROVIDED BY YOU TO BOOMSTARTER IN CONNECTION WITH THIS SITE AND/OR SERVICE IS TRUE AND ACCURATE; (II) YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THE TERMS OF USE; (III) YOU SHALL PERFORM ALL OF YOUR OBLIGATIONS UNDER THE TERMS OF USE IN ACCORDANCE WITH APPLICABLE LAWS; AND (V) YOUR MATERIALS AND OTHER CONTENT ("USER MATERIALS") THAT YOU MAKE AVAILABLE TO BOOMSTARTER OR OTHER USERS OF THE SITE AND THAT IS NOT PROVIDED BY BOOMSTARTER, OR SITE DO NOT (1) INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, (2) CONSTITUTE DEFAMATION, LIBEL OR OBSCENITY, (3) RESULT IN ANY CONSUMER FRAUD, PRODUCT LIABILITY, BREACH OF CONTRACT TO WHICH YOU ARE A PARTY OR CAUSE INJURY TO ANY THIRD PARTY, (4) PROMOTE VIOLENCE OR CONTAIN HATE SPEECH, (5) VIOLATE ANY APPLICABLE LAW, STATUTE, ORDINANCE, OR REGULATIONS, OR (6) CONTAIN ADULT CONTENT OR PROMOTE ILLEGAL ACTIVITIES.
44. This Site may provide links to other Sites that are not under the control of Boomstarter. Boomstarter shall not be responsible in any way for the content of such other Sites. Boomstarter provides such links only as a convenience to the user of this Site, and the inclusion of any link to any such websites does not imply BCrsement by Boomstarter of the content of such websites.

THIRD PARTY MATERIALS

45. In order to use this Site and/or Service, you may need to obtain and/or use certain third-party products (i.e. Device), services and/or materials ("Third Party Materials"). Third Party Materials are (i) not licensed hereunder; (ii) not under Boomstarter's control or license; and (iii) subject to the applicable licenses and respective terms and conditions of such third parties which you need to enter into prior or subsequent to the installation and/or use of the Third Party Materials and prior to the effective use of this Site and/or Service. Notwithstanding any provision to the contrary herein, nothing in these Terms of Use shall be construed as to grant You any rights or licenses with regard to such Third Party Materials or to entitle You to use such Third Party Materials.

INTELLECTUAL PROPERTY

46. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in this Site are vested in Boomstarter and/or its licensors and Boomstarter and/or its licensors are the sole and exclusive owners thereof. All rights in the Site not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site, its products or Service except as expressly authorized herein. Except as otherwise provided, the Content published on this Site may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the Content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of Boomstarter is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.
47. Boomstarter hereby disclaims any rights to trademarks, Service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. Boomstarter disclaims any proprietary interests in the intellectual property rights other than its own.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

48. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Boomstarter the written information specified below.
- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - b) A description of the copyrighted work that you claim has been infringed upon;
 - c) A description of where the material that you claim is infringing is located on the Site;
 - d) Your address, telephone number, and e-mail address;
 - e) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
49. Please note that this procedure is exclusively for notifying Boomstarter and its affiliates that your copyrighted material has been infringed.

UNLAWFUL OR PROHIBITED USE

50. You may not use this Site for any purpose that is unlawful, prohibited by these Terms of Use, or in any way interferes or attempts to interfere with the proper working of this Site. You may not use this Site in any manner that could damage, disable, overburden, or impair this Site and/or Service, or that interferes with any other party's use and enjoyment of this Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Boomstarter to all users of this Site. You agree that you will not use any third-party software that intercepts, "mines," or otherwise collects information from or through the Site and/or Service. You

may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Boomstarter to all users of this Site and/or Service. You shall not institute, assist, or become involved in an attack upon any Boomstarter server or otherwise attempt to disrupt the Boomstarter servers.

51. ANY ATTEMPT BY YOU TO DAMAGE BOOMSTARTER SERVERS OR UNDERMINE THE LEGITIMATE OPERATION OF BOOMSTARTER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN ATTACK BE PROVIDED, BOOMSTARTER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION

52. You hereby agree to indemnify and hold harmless Boomstarter, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by User Materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

LINKING TO THE SITE

53. Linking to the Site is permitted provided that you comply with these rules. You may link to the home page of the Site or to any other page of this Site. However you are not allowed to use in-line linking or framing. You must not imply that Boomstarter endorses or sponsors the linker or its Site, products or Service. You must not use Boomstarter's intellectual property including but not limited to trademarks, trade name, copyright without permission from Boomstarter. Furthermore, you agree to remove the link at any time upon our request.

ASSIGNMENT

54. Boomstarter may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or the Boomstarter Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without Boomstarter's prior written consent, which may be withheld in Boomstarter's sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

SEVERABILITY

55. 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, and the parties hereto shall

use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Terms without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

NOTICES AND ELECTRONIC COMMUNICATION

56. Any notice or other communication under these Terms shall be in writing and shall be considered given and received when sent by email. The Users official email for communication shall be deemed the email specified by the User in case of subscription to Boomstarter newsletter. The language of the communication shall be English.

APPLICABLE LAW AND JURISDICTION

57. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Singapore.
58. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party.
59. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference in this clause, composed of one arbitrator, in English language, in writing on the basis of the documents submitted.
60. Any dispute arising out of or related to this Agreement which cannot be resolved by negotiations is personal to Purchaser and Boomstarter and shall be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. A dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.