

# Terms and Conditions

The following are the terms and conditions of use of the Boost website and call center. Please read these terms and conditions carefully before you use the Boost website or call center.

By using the Boost website or call center you indicate that you accept these terms and conditions. If you do not accept these terms and conditions you must not use the Boost website or call center.

## 1. Parties

This Agreement is made between you the customer ("Customer") and Boost Call Center.

In this Agreement, unless the context otherwise requires: "Internet"

means the global data network comprising interconnected networks using the TCP/IP ("Transmission Control Protocol/Internet Protocol"); "Law" means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which Boost or the Customer is from time to time subject; "Save-a-Search" means the service that the Customer may register to receive on the Boost website, which is designed to enable the Customer to, amongst other things, save the searches that the Customer conducts through the site; "Service" means the service provided by Boost via the Boost website or call center whereby the Customer may obtain impartial information on the Suppliers and the services and products they offer and, potentially transact with the Suppliers for the provision of those services and/or products; "Software" means any proprietary software utilised by Boost to enable the Customer to use the Service; "Supplier"

means any supplier of services, products and/or goods selected by Boost from time to time and who is listed on the Boost website.

Boost reserves the right to amend these terms and conditions at any time. All amendments to these terms will be posted on-line. The Customer may terminate the Agreement by written notice to Boost if the Customer does not wish to be bound by such new terms and conditions. Continued use of the Service or the Boost website will be deemed to constitute acceptance of the new terms and conditions.

## 2. Provision of the Service

Use of the Services, the Boost website and the Boost call center are subject to the terms and conditions set out in this Agreement.

The Service is made available to Customers solely to communicate information and to permit the Customer to obtain quotations from Suppliers or transact with Suppliers. Boost will not be party to any such transactions with Suppliers and all such transactions are subject to the terms and conditions of the relevant Supplier and Boost shall in no circumstances have any liability whatsoever in respect of any such transaction. Boost will not be responsible for any loss, cost or damage incurred by Customers arising out of or in relation to the transaction or attempt to enter into a transaction (including but not limited to failure to transmit or deliver any services, products or goods).

The Customer acknowledges that where relevant Boost may pass his or her details to Suppliers

or potential suppliers for the purpose of attracting offers to supply services from such Suppliers or potential suppliers. Boost will obtain the Customers consent prior to sending such details to Suppliers or potential suppliers.

Boost does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services on or accessed via the Boost website, the Boost call center or otherwise sent to the Customer and the Customer agrees that sole responsibility for the accuracy, completeness, fitness for purpose or legality of information relating to Supplier's information, goods or services shall rest with the Supplier.

Boost will use all reasonable endeavours to ensure that the information relating to Suppliers' services and the cost of such services is updated regularly. However, the Customer acknowledges that the prices are not updated every day and that it is the Customer's responsibility to verify prices with the Supplier.

Boost does not guarantee to provide the Service free of faults. In the event of a fault in the Service, the Customer should report it by telephone on the support number provided to the Customer.

Boost does not warrant that the Customer's use of the Service will be uninterrupted and does not warrant that any messages or information transmitted via the Service will be transmitted accurately, reliably, in a timely manner or at all. Boost reserves the right to make the Service unavailable at any time, or to restrict access to parts or all of it without notice.

Boost may at any time withdraw any Supplier (or any product or service of a Supplier) from the Service.

Without limitation, the Customer undertakes not to use or permit anyone else to use the Services or Boost website:

to send or receive any material which is grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third party rights; to cause annoyance, inconvenience or needless anxiety; to intercept or attempt to intercept any communications transmitted by way of a telecommunications system; other than in conformance with accepted Internet practices and practices of any connected networks; or in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity.

If the Customer uses (or anyone other than the Customer, with Customer's permission uses) the Service in contravention of this Agreement, Boost may suspend the Customer's use of the Services.

If Boost suspends the Services, it may refuse to restore the Services until it receives an assurance from the Customer, in a form deemed acceptable by Boost that there will be no further breach of the provisions of this Agreement.

Boost reserves the right to block access to and/or to edit or remove any material which in its reasonable opinion may give rise to a breach of Clause 2.

The Customer grants Boost a royalty-free, perpetual, irrevocable, non-exclusive right to use,

copy, modify, adapt, translate, publish and distribute world-wide any material transmitted by the Customer via the Services, save where such message is transmitted by way of private correspondence.

Title, ownership rights and intellectual property rights in and to the content accessed using the Services is the property of the applicable content owner or Supplier and may be protected by applicable copyright or other law. The Agreement gives the Customer no rights to such content.

The following uses of the Services are expressly prohibited:

resale of the Services and/or the Supplier's services, products and/or goods without the prior written consent of Boost or the relevant Supplier;

furnishing false data including but not limited to false names, addresses and contact details and fraudulent use of credit/debit card numbers;

attempting to circumvent Boost's security or network ("cracking") including, but not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorised to access, or probing the security of other networks (such as running a SATAN scan or similar tool);

executing any form of network monitoring which will intercept data not intended for the Customer; sending unsolicited mail messages, including the sending of "junk mail"; or other advertising material to individuals who did not specifically request such material. The Customer is explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk mailing of commercial advertising, promotional, or informational announcements, and political or religious tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving e-mail of this nature, the Customer may not send that person any further e-mail; creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings; malicious e-mail, including, but not limited to, "mail-bombing" (flooding a user or site with very large or numerous pieces of e-mails); and entering into fraudulent transactions with Suppliers (which shall be include but not be limited to entering into transactions purportedly on behalf of a third party where the Customer has no authority to bind that third party or the Customer pretending to be a third party); unauthorised use, or forging, or mail header information.

### **3. Payment**

Use of the Boost website is currently free. However, Boost reserves the right to charge the Customer for certain services or impose charges for use of services that were free. The Customer will be clearly notified of any applicable charges before any such services can be selected or before any charges are levied.

The Customer shall be responsible for transmitting all payments due to Suppliers on the terms agreed with the relevant Supplier and Boost shall have no responsibility for transmission of payments to a Supplier.

Certain Suppliers will require details of the Customer's credit or debit card and the Customer hereby agrees to provide such details to Boost where necessary and to the forwarding of such details by Boost to the relevant Supplier.

### **4. Customer's obligations**

Boost will inform the Customer of any applicable terms and conditions imposed by a Supplier, in relation to the supply of its services, products and/or goods and the Customer agrees to abide by those terms and conditions.

The Customer acknowledges that the Customer will be required to fully and accurately complete a registration process, which will include the creation of a password, in order to have access to Save-a-Search.

The Customer warrants that all information provided on registration and during the course of this Agreement is true, complete and accurate and that the Customer shall promptly inform Boost of any changes to such information.

Any password allocated to or created by the Customer to enable the Customer to use the Services shall be kept confidential by the Customer and the Customer shall immediately notify Boost if any authorised third party becomes aware of that password. The Customer agrees that any person to whom its user name or password is disclosed is authorised to act as the Customer's agent for the purposes of transacting via the Service. The Customer shall take reasonable steps to prevent unauthorised access to its account via any computer the Customer uses to access its account.

## **5. Intellectual property rights**

All intellectual property rights (including all copyright, patents, trade marks, service marks, trade names, designs (including the "look and feel" and other visual or non-literal elements) whether registered or unregistered) in the Boost website, information and content on the Boost website, any database operated by Boost and Software shall remain the property of Boost and the Customer shall not obtain, and shall not attempt to obtain any title to any such intellectual property rights.

No part of the Service may be reproduced in any form or used in any other way except in accordance with these terms and conditions.

Boostphonecenter.com and the Boost Logo are registered trade marks of Boost. You must not use these or any other registered or unregistered trade marks on the Service without the prior written permission of Boost.

Boost grants the Customer a non-exclusive non-transferrable licence to use the Software solely in executable form and only to the extent necessary for use of the Service and for no other purpose.

## **6. Termination**

Boost shall be entitled to suspend the Services and/or terminate this Agreement if:

the Customer commits a breach of Clauses 2.9, 2.10, 2.11 and 2.15 which in Boost's reasonable opinion is serious enough to merit immediate termination; or

the Customer commits any breach of these terms and in the case of a breach which is capable of remedy, fails to remedy the same within 7 days after receipt of a notice giving particulars of the breach requiring it to be remedied; or

Boost suspects on reasonable grounds that the Customer may have committed or be

committing any fraud against Boost or any Supplier.

The right to terminate this Agreement shall not prejudice any other right or remedy of Boost in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

## **7. Customer Breach**

The Customer shall compensate Boost in full for each loss, liability or cost incurred by Boost arising out of:

any claims or legal proceedings arising from the Customer's use of the Services or use of the Services through the Customer's password which are brought or threatened against Boost by any other person; or any breach of this Agreement by the Customer.

## **8. Cancellation Policy**

Once an order has been submitted your credit card will be charged. Our ordering process is streamlined so your order will immediately be sent to processing. Due to the high volume of orders we receive we will be unable to cancel an order after submitted. Please order carefully.

## **9. Refund Policy**

We take great pride in the superior quality of service and want you to be pleased with our service. We believe in offering the very best value and quality to our customers. You may issue a full refund if we don't provide our call center services that were agreed upon in our contract.

## **10. Limitation of Liability**

Nothing in these terms and conditions shall affect Boost's liability in respect of:

death or personal injury arising from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by Boost; or

any liability of Boost which cannot by Law be excluded or restricted.

In performing any obligation under this Agreement, Boost's only duty is to exercise reasonable care and skill.

Boost does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services and Boost excludes all liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature.

Except as provided in section 8.1 above, Boost shall not be liable in contract, tort (including liability for negligence), or otherwise for any loss or damages suffered as a result of any use of the Services, including but not limited to direct, indirect or consequential loss or damage and loss of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data.

## **11. Data Protection**

Boost shall comply with all applicable data protection laws in Panama.

## **Information Collection and Use**

Information collected by Company is stored in a single, secure database, accessible only by Company. Company collects information from our paying customers or other persons who use, attempt to use, or purchase Company products or the services at several different points and from different sources, all or some of which may apply to you.

### **\* Registration**

When you sign up as a customer or potential customer, we ask for, and you are required to give, your name, address, zip code, telephone number, email address, credit card or checking account number, and credit card expiration date. Once you register as a customer with us, you are not anonymous to us.

### **\* Cookies**

Cookies are alphanumeric identifiers that we transfer to your computers hard drive through your Web browser.

### **\* Log Files**

Company automatically receives and records information on its server logs from your Web browser, including your IP address, cookie information, and the page you requested. We use IP addresses and cookies to analyze trends, administer the site, track members and users movements, and gather broad demographic information for aggregate use. IP addresses are not linked to your personal information.

### **\* Information from Other Sources**

for reasons such as improving personalization of our Service (for example, providing better product recommendations or special offers that we think will interest you), we might receive information about you from other sources and add it to our account information. We also sometimes receive updated delivery and address information from our shippers or other sources so that we can correct our records and deliver your next purchase or communication more easily.

## **Use of Information**

Information we collect is generally used for the following purposes:

1. To build features that will make the services available on our site easier to use. This includes faster search requests, better member support and timely notice of new services and special offers.
2. To improve our marketing and promotional efforts, to analyze site usage, improve our content and product offerings, and customize our sites content, layout, and services. These uses improve our Services and better tailor them to meet your needs.
3. To resolve disputes, troubleshoot problems and enforce our Terms and Conditions of Use. At times, we may look across multiple members or users to identify problems or resolve disputes, and in particular we may examine your information to identify members using multiple Member Ids or aliases.

4. Sharing of Information. We may use the personal information that you supply to us and we will bring selected retail opportunities to you via direct mail, email, online and telemarketing. Company may sell or rent aggregated statistical information and user, member or former member specific information, including name, address, telephone number and payment information, to our marketing partners or other third-parties. If you want Company to stop sharing information it has about you in the future, you may notify us of this fact by contacting Company's Member Services department.

We reserve the right to disclose personal information, including Sensitive Information, when we believe that such disclosure is appropriate to comply with the law or a request by a government official, to protect the rights or property of Company, or to enforce our Terms and Conditions of Use. In the event that Company or substantially all of its assets are acquired by a third party, member information and Sensitive Information may be some of the transferred assets.

### **Use of Data Collected**

We use your personal, demographic and profile data to enhance your experience at our site and to enable us to present content we think you might be interested in. We use your contact information to send you information about our company and promotional material from our partners. We may also use your personal, demographic and profile data to improve our site, for statistical analysis, for marketing and promotional purposes, send SMS alerts or notification, and for editorial or feedback purposes for our advertisers. Information collected by us may be added to our databases and used for future telemarketing, SMS text-messaging, e-mails or postal mailings regarding site updates, new products and services, upcoming events, and/or status of orders placed online. By using this site, you agree that you may be contacted in any manner contemplated in this section even if your number is found on a do not call registry, in-house list or similar registry.

### **SMS Offering and Opt-out rights**

By completing or submitting a registration form or partial registration form you are consenting to receive SMS, wireless or other mobile offering to your cell phone. You understand that your wireless carrier's standard charges and rates apply to these messages. For SMS text messages, you may remove your information by replying "STOP", "END", or "QUIT" to the SMS text message you have received and we will remove your personal information within 10 days of receiving such request.

### **Agents**

We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from member lists, analyzing data, providing marketing assistance, processing credit card payments, and providing member services. They have access to personal and Sensitive Information needed to perform their functions, but may not use it for other purposes.

### **Special Offers and Announcements**

Active customers and former customers will occasionally receive information on products, services, special deals, and a newsletter.

### **Security**

Company takes every precaution to protect our users and members Sensitive Information, both online and offline. Your Sensitive Information is password-protected for your privacy and security. Sensitive Information is encrypted and is protected online with the best encryption software in the industry - SSL.

Sensitive Information is also protected offline in our offices. Only employees who need the information to perform a specific job (for example, a billing clerk or member services representative) are granted access to Sensitive Information. Furthermore, all employees are kept up-to-date on our security practices and changes in those practices. Finally, the servers that we store Sensitive Information on are kept in a secure environment. If you have any questions about the security at our website, you can send an email to us using Company online contact form.

### **Other Sites**

Company forwards users and members to other sites. Please be aware that Company is not responsible for the business and privacy practices of these other sites. We encourage you to be aware of this when you leave our site and to read the legal notices and privacy policies of each and every website you visit.

### **Correction/Updating Personal Information**

If a members personal information changes we will endeavor to provide a way to correct or update that members personal data provided to us.

### **Notification of Changes**

If we decide to change our Policy, we will post these changes on our Homepage or provide other notification of our revised Policy so our users and members are always aware of what information we collect, how we use it, and when we disclose it.

### **Childrens Online Privacy Protection**

Company serves general users of the World Wide Web. Children under the age of 18 may use Company only with the involvement of a parent or guardian.

## **12. No Partnership / Agency**

Nothing in this Agreement shall be construed to create a joint venture, partnership or agency relationship between the Customer and Boost and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

## **13. Assignment**

The Customer shall not assign or delegate or otherwise deal with all or any of its rights or obligations under this Agreement. Boost shall have the right to assign or otherwise delegate all or any of its rights or obligations under this Agreement to any person or entity.

## **14. Force majeure**



Boost shall not be liable for any breach of its obligations under this Agreement where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including without limitation by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

#### **15. Entire Agreement and No Waiver**

This Agreement represents the entire understanding between the parties in relation to the subject matter herein and supersedes all other agreements or representations by either party, whether oral or written.

No waiver by Boost of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by Boost to the Customer shall in any way release, discharge or otherwise affect the liability of the Customer under this Agreement.

#### **16. Notices**

Unless otherwise stated within this Agreement, notices to be given to either party shall be in writing and shall be delivered by hand, electronic mail (other than for the purpose of legal process) sent by fax or pre-paid post to the Customer at the address supplied to Boost or to Boost at its address as specified on the Boost website.

#### **17. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Panama,