

BOOST MY SHOP TERMS AND CONDITIONS

Effective January 15th 2016.

Boost My Shop Corp, “ BoostMyShop” develops software solutions for eCommerce consisting of plugins, extensions and/or services for Content Management Systems (CMS).

BoostMyShop makes its Extensions, Services, and all the content on its website located at www.boostmyshop.com (the “Site”), available to you subject to the following Terms & Conditions (“Terms”). These Terms are between you (“You”) and BoostMyShop. When you visit the Site or purchase or license our products and services, you accept these Terms. Please read them carefully.

BoostMyShop reserves the right to change these Terms from time to time at its sole discretion, and your rights under these Terms will be subject to the most current version of these Terms posted on this page at the time of your use or payment. We will also send registered users change notice to their last known e-mail address. If you do not agree with the Terms, do not use this Site, purchase the right to use Extensions, or request services through the Site.

These Terms are in addition to your obligations and rights under the **Privacy Policy** posted on this Site. Please remember that the Terms of the third party providers of underlying modules do apply to such modules and you should refer to such Terms regarding their use. For the avoidance of doubt, in the event of a conflict between the Terms and the Privacy Policy, or other terms and conditions posted on the Site, these Terms control. If you are unsure of your rights and obligations under the Terms, please contact us at contact@boostmyshop.com.

CUSTOMER ACCOUNTS: REGISTRATION & USER OBLIGATIONS

If you register as a customer on our Site, you agree and represent that all registration and other information provided by you to set up your account (“Account”) is accurate and up-to-date. If any of your registration information changes, you must update it in your Account. We will use the personal information you provide to us in accordance with our **Privacy Policy**.

User Responsibilities: You must be 18 (or such older age as required by the laws of your state of residency) or older to register and make purchases on our Site. If you use this Site and become a registered customer, you are responsible for maintaining the confidentiality of your Account and password, restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Account or password. You must notify BoostMyShop immediately in the event of a security breach or unauthorized use of your Account. BoostMyShop is not liable for any loss caused by unauthorized account use.

As a user of the Site and, as the case may be, purchaser of our solutions, you agree, represent and warrant that you will: (1) comply with all applicable laws and regulations and not use the Site and our solutions for illegal purposes, including, without limitation, illegal software download or upload, spamming or any use of distribution lists to any person who has not given specific

permission to be included in such a process; (2) not use the Site, its content and our solutions in a manner so as to infringe or violate any third party's rights, including intellectual property rights, privacy rights, right of publicity or any other rights of any person or entity, including, without limitations, Magento, Inc. and PrestaShop, and other e-commerce CMS ; (3) not interfere with or disrupt networks connected to the Site, not attempt to gain unauthorized access to other computer systems, not interfere with another user's use and enjoyment of the Site and our services or another entity's use and enjoyment of similar services; (4) comply with all regulations, policies, and procedures of networks connected to the Site; and (5) not transmit through the Site any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature or any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation. You acknowledge that BoostMyShop has no obligation to monitor users' and customers' use of the Site and Extensions, but, in the event that BoostMyShop becomes aware that your use does or may violate these Terms, you agree that we may remove any infringing item or take measures as necessary pending resolution and to transfer such infringing item to any judicial or governmental authority.

Termination: BoostMyShop reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole and reasonable discretion. BoostMyShop reserves the right to cancel an Account, Extension license, without penalty at any time and for any reasons, except that BoostMyShop shall immediately refund a customer for related payments made. Upon any Account cancellation for any reason, you will be responsible for any unpaid amounts associated with prior purchases. BoostMyShop reserves its right to suspend or terminate your Account any time, in the event that you are in breach of any of these Terms, for any acts or type of willful misconduct (including but not limited to receiving services that are not paid for), or if you have attempted to, or have disparaged, defamed or tarnished BoostMyShop and its trademarks.

If you have any specific questions or concerns about your account, please contact our customer service department at contact@boostmyshop.com

LICENSE, PAYMENT & REFUNDS

Each Extension license is governed by these Terms. You and BoostMyShop agree to be bound by, and to comply with, all such conditions. All products are available for download once the payment is accepted and verified, Each transaction will be then confirmed to you by electronic invoice. Additional contract terms may apply to our Extensions, as may be mutually agreed in writing.

If you license Extensions from our Site, you agree to the terms of license, pricing, payment, and billing policies posted here. Applicable taxes will be added to all stated prices, as applicable. All prices shown in the invoice are firm and are not subject to adjustment, except in the case of errors. Extension are payable upfront before any downloading, by credit card using BoostMyShop's trusted third party online security payment system. Your credit card information will be used only for one transaction.

Refund Policy:

To ensure customer satisfaction, we offer a 15-day money back guarantee for all software products listed on Boostmyshop website from complete payment onwards, unless a longer period is required by applicable law. If you are dissatisfied with the product you acquired, you may submit a refund request within 15 days after the purchase for any reason to receive a full refund. After 15 days, all transactions are final and no refunds will be provided

Boostmyshop refund policy does not cover installation and customization services, at least as long as they have not been used

Refunds of support time that was purchased together with a module shall be processed only together with the module refund within 15 days from the purchase date, and only when it hasn't been used.

Refunds of money paid for support services that were purchased separately from the Product shall not be issued if used.

BOOSTMYSHOP SOFTWARE SUPPORT POLICIES

Overview

Unless otherwise stated, these Software Support Policies apply to all BoostMyShop software products. "You" and "your" refers to the individual or entity that has ordered support from BoostMyShop.

To receive technical support as described in these BoostMyShop Software Support Policies, all products must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of a BoostMyShop licensed program, running unaltered, and on a certified software and hardware platform as specified in your order or program documentation.

These Software Support Policies are subject to change at BoostMyShop's discretion; however changes will not result in a material reduction in the level of the services provided for supported programs during the support period for which fees for technical support have been paid.

Support Terms

(a)Support Fees

Support fees are due and payable in advance of a support period, unless otherwise stated in the relevant order or written agreement. Your payment is required to process your Support order with BoostMyShop. Support will be provided pursuant to the terms of the order under which it is acquired.

(b)Support Period

Support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the BoostMyShop Store, the effective date is the date your order was accepted by BoostMyShop. Once placed, your order for support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order.

(c)Unsupported Programs

Customers with unsupported programs are not entitled to download or receive updates, product releases, patches, telephone assistance, or any other technical support services for unsupported programs.

(d)Technical Contacts

Your technical contacts are the sole liaisons between you and BMS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the BoostMyShop supported programs and your BoostMyShop environment in order to help resolve system issues and to assist BoostMyShop in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist BoostMyShop in diagnosing and triaging the problem.

(e) Program Updates

Update means a subsequent release of the program which BoostMyShop generally makes available for program licenses to its supported customers at no additional license fee, provided you have ordered a support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that BoostMyShop licenses separately. Updates are provided when available (as determined by BoostMyShop). BoostMyShop is under no obligation to develop any future programs or functionality. Any updates made available will be made available to you for download. You shall be responsible for copying, downloading and installing the updates.

(f) Right to Desupport

It may become necessary as a part of BoostMyShop's product lifecycle to desupport certain program releases and, therefore, BoostMyShop reserves that right.

(g) First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact BoostMyShop for "Second Line Support". You shall use reasonable efforts to provide BoostMyShop with the necessary access required to provide Second Line Support.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

BoostMyShop may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

(h) Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported software and hardware configuration to continue receiving technical support services from BoostMyShop.

(i) **Technical Support for Development, Demonstration and End User Licenses**

Technical support for Development and/or Demonstration licenses is provided through your membership in the BoostMyShop Partner Program. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from BoostMyShop and continuously maintain it for as long as you provide support to the end user.

BoostMyShop Support Levels

Program releases in the support phase of BoostMyShop’s product support lifecycle will receive:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Major product and technology releases, if and when made available at BoostMyShop’s discretion, which may include general releases, selected functionality releases
- Assistance with service requests at normal business working hours except as otherwise stated
- Access to the customer support pages specified in the Web-Based Support sections (24 x 7), including the ability to log service requests online, unless stated otherwise

Contact Information

Contact information can be found on BoostMyShop’s support web site.

HOSTED SERVICES TERMS

Access to Hosted Services.

Subject to the terms and conditions of this Agreement, BoostMyShop grants you a non-exclusive right to access and use the Hosted Services during the applicable Subscription Term, your applicable Scope of Use and the Documentation. If BoostMyShop offers client software (e.g., a desktop or mobile application) for any Hosted Service, you may use such software solely with the Hosted Service, subject to the terms and conditions of this Agreement. You acknowledge that our Hosted Services are on-line, subscription-based products and that we may make changes to the Hosted Services from time to time.

Subscription Terms and Renewals.

Hosted Services are provided on a subscription basis for a set term specified in your Order. Except as otherwise specified in your Order, all subscriptions will automatically renew for periods equal to your initial Subscription Term (and you will be charged at the then-current rates) unless you cancel your subscription through your account at BoostMyShop. If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

Credentials.

You must ensure that all Authorized Users keep their user IDs and passwords for the Hosted Services strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using your accounts and passwords, and you agree to immediately notify BoostMyShop of any unauthorized use of which you become aware.

Your Data.

“Your Data” means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through Hosted Services. You will retain all right, title and interest in and to Your Data in the form provided to BoostMyShop. Subject to the terms of this Agreement, you hereby grant to BoostMyShop a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Hosted Service to you and (b) for Hosted Services that enable you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the Hosted Service. BoostMyShop may also access your account or instance in order to respond to your support requests.

Security.

BoostMyShop implements security procedures to help protect Your Data from security attacks. However, you understand that use of the Hosted Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.

Storage Limits.

There may be storage limits associated with a particular Hosted Service. These limits are described in the services descriptions on our websites or in the Documentation for the particular Hosted Service. BoostMyShop reserves the right to charge for additional storage or overage fees at the rates specified on our website. We may impose new, or may modify existing, storage limits for the Hosted Services at any time in our discretion, with or without notice to you.

Responsibility for Your Data.

General.

You must ensure that your use of Hosted Services and all Your Data is at all times compliant with our Policy and all applicable local, state, federal and international laws and regulations (“Laws”). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to BoostMyShop and to grant the rights granted to BoostMyShop in this Agreement and (ii) Your Data and its transfer to and use by BoostMyShop as authorized by you under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the

term of any applicable privacy policies. Other than its security obligations, BoostMyShop assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

Sensitive Data.

You will not submit to the Hosted Services (or use the Hosted Services to collect): (i) any personally identifiable information, except as necessary for the establishment of your BoostMyShop account; (ii) any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations; or (iii) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations) ((i) through (iii), collectively, “Sensitive Data”). You also acknowledge that BoostMyShop is not acting as your Business Associate or subcontractor (as such terms are defined and used in HIPAA) and that the Hosted Services are not HIPAA compliant. “HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented. Notwithstanding any other provision to the contrary, BoostMyShop has no liability under this Agreement for Sensitive Data.

Indemnity for Your Data.

You will defend, indemnify and hold harmless BoostMyShop from and against any loss, cost, liability or damage, including attorneys’ fees, for which BoostMyShop becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or your use of the Hosted Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of BoostMyShop at your expense.

Removals and Suspension.

BoostMyShop has no obligation to monitor any content uploaded to the Hosted Services. Nonetheless, if we deem such action necessary based on your violation of this Agreement or in response to takedown requests that we receive following our guidelines for Reporting Copyright and Trademark Violations, we may (1) remove Your Data from the Hosted Services or (2) suspend your access to the Hosted Services. We will generally alert you when we take such action and give you a reasonable opportunity to cure your breach, but if we determine that your actions endanger the operation of the Hosted Service or other users, we may suspend your access immediately without notice. You will continue to be charged for the Hosted Service during any suspension period. We have no liability to you for removing or deleting Your Data from or suspending your access to any Hosted Services as described in this section.

Deletion at End of Subscription Term.

We may remove or delete Your Data within a reasonable period of time after the termination of your Subscription Term.

Service-Specific Terms.

Some of our Hosted Services may be subject to additional terms specific to that service.

INTELLECTUAL PROPERTY

For the purposes of these Terms, 'intellectual property' means all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress, and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may exist or hereafter come into existence and all applications therefore and registrations, renewals, and extensions therefore under the laws of any state, country, territory, or other jurisdiction. You may not use or reproduce any of BoostMyShop's proprietary information without our express written consent.

Trademarks and Service Marks:

BoostMyShop and all collateral marks referenced on the Site, without limitation, are among the registered trademarks of BoostMyShop, its affiliates and/or licensors. You are not allowed to use any such trademarks without BoostMyShop's express written agreement.

Copyrights:

We are the sole and exclusive copyright holder of the Site and all extensions offered on it. Copyright law protects all extension software, content, and designs on the Site, including any and all collateral materials relating thereto. You are not allowed to use any such website content or design without BoostMyShop's express written agreement. You may not use, copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software extensions. Any activity that infringes terms of this Agreement violates copyright law and will be prosecuted according to the current law. We also reserve the right to revoke the license of any user at anytime.

Limited License:

Upon payment, you are granted a limited license to use one copy of the Extension(s) licensed for individual personal or business use, subject to these Terms. Any distribution of Extensions without our consent, including non-commercial distribution, violates these Terms and may generate intellectual property liability.

This Agreement gives you the right to use only one copy of the Software on one Magento installation solely for your own personal or business use, subject to all other terms of this Agreement. A separate License should be obtained for each new Software installation. Any distribution of the Software without our consent, including noncommercial distribution is regarded as violation of this Agreement and entails liability, according to the current law.

You may not use any part of the code in whole or part in any other software or product or website.

You may not give, sell, distribute, sub-license, rent, lease or lend any portion of the Software or Documentation to anyone. You may not place the Software on a server so that it is accessible via a public network such as the Internet for distribution purposes

You are bound to preserve the copyright information intact, this includes the text/link at bottom.

We reserve the right to publish a selected list of users of our Software.

All Site content, including graphics, logos, page headers, icons and service names are the property of BoostMyShop and its affiliates. Other trademarks that appear on the Site are the

property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by BoostMyShop. Any images of persons or personalities contained on the Site are not an indication or endorsement of BoostMyShop or any particular product unless otherwise indicated. BoostMyShop reserves all rights not expressly granted herein.

Third Party IP Rights:

BoostMyShop respects third parties' intellectual property rights and expects users of the Site to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly presented to us. If you believe that any content or services or certain parts of the content on our Site constitute an infringement of your copyright, please notify us promptly in accordance with the procedures described below. We will process claims of alleged infringement and will take appropriate action as required by the Digital Millennium Copyright Act ("DMCA") when the following is sent to us at the address set forth below:

- (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- (ii) identification of the copyrighted work claimed to have been infringed;
- (iii) 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;
- (iv) your contact information, including your address, telephone number, and an email address;
- (v) a statement by you that you have 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; and
- (vi) a statement, made under penalty of perjury, that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such DMCA claim should be e-mailed to contact@boostmyshop.com or postal mailed to 1355 av de Draguignan CS 90335 – 83077 Toulon Cedex 9, France, [Tel: +33-9-72-28-64-51].

DISCLAIMERS, LIABILITY LIMITATIONS, & INDEMNIFICATION

'As Is' Extensions: ALL EXTENSIONS AND SERVICES FEATURED ON OR OBTAINED THROUGH THE SITE AND RELATED INTELLECTUAL PROPERTY RIGHTS ARE PROVIDED "AS IS," WITH NO WARRANTIES. BOOST MY SHOP, ITS SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. Some states do not allow the disclaimers in paragraph, so they may not apply to you.

Liability Limitation: BoostMyShop, ITS TECHNOLOGY PROVIDERS, SUPPLIERS AND SERVICE PROVIDERS ARE NOT LIABLE TO ANY USER OR CUSTOMER FOR ANY

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ANY CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, (EVEN IF BOOST MY SHOP AND/OR ITS SERVICE PROVIDERS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). NEITHER BoostMyShop NOR ITS TECHNOLOGY PROVIDERS, SUPPLIERS OR SERVICE PROVIDERS WILL BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY BUSINESSES OR SERVICE PROVIDERS AND/OR YOUR USE OF THIRD PARTY TECHNOLOGY. BoostMyShop, ITS SUPPLIERS AND ITS SERVICE PROVIDERS' TOTAL LIABILITY FOR ANY PARTICULAR CLAIM ARISING FROM THE SITE, AND/OR ECOMMERCE SOLUTIONS AVAILABLE THROUGH THE SITE AND PURCHASED FROM BOOST MY SHOP, IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PURCHASED EXTENSION EXCLUDING SERVICES & TRAINING ù CUSTOMDEVELOPPMENTS, ECOMMERCE SOLUTION OR SERVICE WHICH RELATES TO SUCH CLAIM IN THE THREE MONTHS PRECEDING THE DATE ANY SUCH CLAIM IS MADE OR ONE THOUSAND (\$1,000) DOLLARS, WHICHEVER IS HIGHER. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

IF YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, SOFTWARE OR DATA FROM THE SITE, YOU DO SO AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY ASSOCIATED DAMAGES TO YOUR COMPUTER OR LOSS OF DATA. Some states do not allow the limitations in this section, so they may not apply to you.

Indemnification: You will defend, indemnify, and hold harmless BoostMyShop, its affiliates, suppliers, service providers, and each of their employees, contractors, directors, investors, licensors and sublicensees, and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to the product or service warranties from Suppliers and your dealings with any such Suppliers after any purchase is made on our Site of a Supplier product or service, as well as your use or misuse of, or access to, the Site and related content and services or otherwise from your submissions, violation of these Terms, or infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of BoostMyShop). We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

DISPUTE RESOLUTION

Controlling Law: These Terms must be construed in accordance with the laws of the State of Massachusetts without regard to its conflict of laws rules. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

No Class Actions: You may only resolve disputes with us on an individual basis. You may not bring a claim as a plaintiff or class member in a class, consolidated, or representative action. Class arbitration, class actions, private attorney general actions, and consolidation with other arbitration are not allowed.

Informal Resolution: We would like to resolve all disputes amicably. Before bringing a claim against BoostMyShop, you agree to try to resolve the dispute informally by e-mailing contact@boostmyshop.com. If the dispute is not resolved within 15 days of the e-mail, you may bring a formal claim.

Arbitration: You and BoostMyShop agree to arbitrate claims through final and binding arbitration. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The AAA rules will determine the payment of all arbitration fees. The arbitration will be held in New York, NY.

Arbitration Exceptions: Either you or BoostMyShop may assert claims in small claims courts in New York County, if they qualify. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use, abuse of Services, or intellectual property infringement without engaging in arbitration or the informal dispute-resolution process described above. BoostMyShop will still be allowed to apply for injunctive relief in any jurisdiction (without limitation of any other rights or remedies otherwise available to BoostMyShop and without the necessity of posting a bond).

Arbitration Opt-Out: You can decline the agreement to arbitrate by sending e-mail to contact@boostmyshop.com with subject line: "ARBITRATION OPT-OUT" within 30 days of accepting these Terms.

Judicial Resolution: In the event the agreement to arbitrate not to apply to you or your claim, you and BoostMyShop agree that any judicial proceeding will be brought in federal or state courts, as applicable, of the State of New York located in New York County, New York on matters arising out of these Terms. Both you and BoostMyShop consent to venue and personal jurisdiction in New York County.

GENERAL PROVISIONS

Entire Agreement: These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Compliance with US law: BoostMyShop controls and operates the Site and makes no representation that the contents of the Site are appropriate or available for use outside of the United States. If you use the Site from a location outside the United States, you are responsible for compliance with applicable U.S. and local laws, including export and import laws.

Waiver and Severability: BoostMyShop's failure to enforce a provision is not a waiver of its rights to do so later. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. If any part of these Terms is found by any court to be invalid, illegal or unenforceable, that part shall be discounted and the rest of these Terms remain valid and enforceable to the fullest extent permitted by law.

No Alterations or Assignment: These Terms cannot be altered or modified in any way without the prior written consent of BoostMyShop. These Terms and any rights, licenses, and obligations conferred herein may not be transferred, assigned or delegated by you, but may be assigned by BoostMyShop without restriction. Attempted transfers, assignments, and delegations will be null and void. If you are acting as an agent for a principal (including on behalf of your employer), you and the principal, jointly and severally, assume all of your obligations set forth in these Terms. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be.

Act of God: BoostMyShop is not responsible for any default or delay due to causes beyond its control including, without limitation, strikes, lock outs, shut down of internet connections by Internet provider, cyber-attacks on the Site.