

## TERMS OF USE

**Effective Date: August 24, 2023**

This page explains our terms of services, which contain important information about your legal rights.

### 1. AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity and BOOSTHUB, LLC, a legal entity registered under the laws of Ukraine, registration number (EGRPOU) 45095836 (“Company”, “we”, “our”, “us”), concerning your access to and use of the <https://salesjinn.com/> website (“website”) as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto.

You agree that by accessing the website, you have read, understood, and agreed to be bound by all of these Terms of Use.

Please read these Terms of Use carefully. It includes important information about your legal rights. Please note if you are an EU consumer, some of these provisions may not apply to you and you may be entitled to specific rights under the mandatory laws of the country in which you live.

By using or accessing the website or our services, you are agreeing to these Terms of Use and all related documents which you can find in our website.

If you are using the website for or on behalf of an organization, you are agreeing to these Terms of Use on behalf of that organization, and you represent and warrant that you can do so. References to “you”, “your” and similar terms are construed accordingly in these Terms of Use.

If you are a resident of or have your principal place of business in the United States of America or any of its territories or possessions, you are agreeing to these Terms of Use and are a US User.

**If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the site and you must discontinue use immediately.**

Supplemental terms and conditions or documents that may be posted on the website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time.

Please ensure that you check the applicable Terms every time you use our website so that you understand which Terms apply.

The information provided on the website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction

or country. Accordingly, those persons who choose to access the website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

**The website is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the website.**

## **2. INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the website and the trademarks, service marks, and logos are owned or controlled by us or licensed to us, and we protected by copyright and trademarks laws and various other intellectual property rights, international copyrights laws, and international conventions.

All intellectual property objects are provided on the website for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the website and no content or trade marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## **3. USER REPRESENTATIONS**

By using the website, you represent and warrant that:

- (i) all registration information you submit will be true, accurate, current, and complete,
- (ii) you will maintain the accuracy of such information and promptly update such registration information as necessary,
- (iii) you have the legal capacity and you agree to comply with these Terms of Use,
- (iv) you are not a minor in the jurisdiction in which you reside,
- (v) you will not access the website through automated or non-human means, whether through a bot, script, or otherwise,
- (vi) you will not use the website for any illegal or unauthorized purpose,
- (vii) your use of the website will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the website.

## **4. PROHIBITED ACTIVITIES**

You may not access or use the website for any purpose other than that for which we make the website available. The website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the website, you agree not to:

- Systematically retrieve data or other content from the website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us,

- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as passwords,
- Circumvent, disable, or otherwise interfere with security-related features of the website, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the website,
- Disparage, tarnish, or otherwise harm us or the website,
- Use any information obtained from the website in order to harass, abuse, or harm another person,
- Make improper use of our support services or submit false reports of abuse or misconduct,
- Use the website in a manner inconsistent with any applicable laws or regulations
- Engage in unauthorized framing of or linking to the website,
- Upload or transmit (or attempt to upload or to transmit) viruses, trojan horses, or other material, including excessive use of capital letters and spamming, that interferes with any party's uninterrupted use and enjoyment of the website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the website,
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools,
- Delete the copyright or other proprietary rights notice from any content,
- Attempt to impersonate another user or person or use the username of another user,
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats, 1x1 pixels, web bugs, cookies, or other similar device,
- Interfere with, disrupt, or create an undue burden on the website or the networks or services connected to the website,
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the website to you,
- Attempt to bypass any measures of the website designed to prevent or restrict access to the website, or any portion of the website,
- Copy or adapt the website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code,
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website,
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the website, or using or launching any unauthorized script or other software,
- Use a buying agent or purchasing agent to make purchases on the website,
- Make any unauthorized use of the website, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses,
- Use the website as part of any effort to compete with us or otherwise use the website and/or the content for any revenue-generating endeavor or commercial enterprise,
- Use the website to advertise or offer to sell goods and services.

## **5. GUIDELINES FOR REVIEWS**

We may provide you areas on the website to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- (i) You should have firsthand experience with the person/entity being reviewed,
- (ii) Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language,
- (iii) Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability,
- (iv) Your reviews should not contain references to illegal activity,
- (v) You should not be affiliated with competitors if posting negative reviews,
- (vi) You should not make any conclusions as to the legality of conduct,
- (vii) You may not post any false or misleading statements,
- (viii) You may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## **6. SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the website provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such submissions, and you hereby warrant that any such submissions are original with you or that you have the right to submit such submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your submissions.

## **7. ADVERTISERS**

We allow advertisers to display their advertisements and other information in certain areas of the website, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the website and any services provided on the website or products sold through those advertisements.

Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the website, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## **8. SITE MANAGEMENT**

We reserve the right, but not the obligation to:

- (i) monitor the website for violations of these Terms of Use,
- (ii) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities,
- (iii) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable any of your feedback or other information,
- (iv) in our sole discretion and without limitation, notice, or liability, to remove from the website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems,
- (v) otherwise manage the website in a manner designed to protect our rights and property and to facilitate the proper functioning of the website.

## **9. TERM AND TERMINATION**

These Term of Use shall remain in full force and effect while you use the website. Without limiting any other provision of these Terms of Use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms of Use or of any applicable law or regulation. We may terminate your use or participation in the website or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, or fake or borrowed name, or name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **10. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the website at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our website. We also reserve the right to modify or discontinue all or part of the website without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the website.

We cannot guarantee the website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the website, resulting in interruptions, delays or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the website at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the website during any downtime or discontinuance of the website. Nothing in these Terms of Use will be construed to obligate us to maintain and support the website or to supply any corrections, updates, or releases in connection therewith.

## **11. CORRECTIONS**

There may be information on the website that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the website at any time, without prior notice.

## **12. LIMITATIONS OF LIABILITY**

In no event will we or our directors, employees, agents, parent company or business partners be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us.

## **13. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, parent company and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- (i) use of the website,
- (ii) breach of these terms of Use,
- (iii) any breach of your representations and warranties set forth in these Terms of Use,
- (iv) your violation of the rights of a third party, including but not limited to intellectual property rights,
- (v) any overt harmful act toward any other user of the website with whom you connected via the website.

## **14. USER DATA**

We will maintain certain data that you transmit to the website for the purpose of managing the performance of the website, as well as data relating to your use of the website. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the website. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **15. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES**

Visiting the website, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the website, satisfy and legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders and other records, and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the website. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an

original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **16. MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the website or in respect to the website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the website. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **17. EVENTS BEYOND OUR CONTROL**

We are not in breach of these Terms of Use or liable to you if there is any total or partial failure of performance of the services resulting from any act, circumstances, event or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state or regulation, war, civil commotion, terrorism, insurrection, inability to communicate with third parties for whatever reason, failure of any computer dealing or necessary system, failure or delay in transmission of communications, failure of any internet service provider, strike, industrial action or lock-out of any other reason beyond our reasonable control.

## **18. TRANSLATION**

These Terms of Use were originally written in English. We may translate these Terms of Use into other languages. In the event of a conflict between a translated version and the English version, the English version will control except where prohibited by applicable law.

## **19. CONTACT US**

In order to resolve a complaint regarding the website or to receive further information regarding use of the website, please contact us at:

01103, Ukraine, Kyiv,  
Pechersk district, Mendeleev Street, 12, office 94/1  
BOOSTHUB, LLC