

Boostie Platform Terms of Use

These Platform Terms of Use (together with the Boostie Privacy Policy and any other policies, addenda and notices made available to you, collectively, the "Agreement") govern your (referred to throughout as the "Company") relationship with Boostie LLC. ("Boostie") relating to the Platform (as defined below) offered by Boostie on the Boostie web site (the "Site") or on any Boostie application (the "App") owned and operated by Boostie (including but not limited to Boostie.com and any and all web sites or mobile applications now or hereafter owned or operated by Boostie). The date on which you first log into your Account (as defined below) is hereinafter referred to as the "Effective Date".

Please read these Platform Terms of Use carefully and be sure you fully understand the terms and conditions. The Agreement constitutes a binding legal agreement between you and Boostie LLC.

Your use of the Platform constitutes your agreement to all such terms, conditions, and notices in effect at such time. You hereby represent and warrant that (i) you are lawfully able to enter into and perform a legally binding contract, (ii) if you are entering the Agreement on behalf of your employer and you are authorized to do so, and (iii) agree to be bound by the Agreement. Please retain a copy of the Agreement for your records.

You should also read the [Boostie Privacy Policy](#), which is incorporated by reference into the Agreement and available on the Site. If you do not accept and agree to be bound by all of the terms of the Agreement, including the Boostie Privacy Policy, do not access the Platform through the Site or use the Platform.

Boostie may update or revise the Agreement (including the Boostie Privacy Policy, any other policies, addenda and notices made available relating to the Platform) from time to time. You agree that you will review the Agreement periodically. You are free to decide whether or not to accept a modified version of the Agreement, but accepting the Agreement, as modified, is required for you to continue using the Platform.

You may have to click "accept" or "agree" to show your acceptance of any modified version of the Agreement. If you do not agree to the terms of the Agreement or any modified version of the Agreement, your sole recourse is to terminate your use of the Platform, in which case you will no longer have access to your Account (as defined below). Except as otherwise expressly stated by Boostie any use of the Platform is subject to the version of the Agreement in effect at the time of use.

1. The Platform

Boostie offers an advertising internet-accessible platform and associated services (the "Platform") that allows Company to buy, track and manage digital media ("Media") for the purposes of delivering Company's display, search, social and video advertisements ("Ads"). Based on Company's specified attributes, the Platform utilizes Boostie's technology to bid on Media on Company's behalf, and offers manual and automated methods for meeting Company's advertising objectives. All Ads are subject to Boostie's review and approval. Boostie, may, in its sole discretion, decide not to deliver an Ad that it deems to be of poor technical quality, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.

2. Right to Access and Use the Platform

2.1 Right to Use

Subject to the terms and conditions of the Agreement, including the payment of the applicable fees, commencing as of the Effective Date and for the duration of the Term (as defined below), Boostie hereby grants to Company a non-exclusive, non-transferable, revocable right to access and utilize the Platform in accordance with the terms of the Agreement, including on behalf of Company's clients.

2.2 Restrictions on Use

Any rights not granted herein are strictly reserved by Boostie. Company shall not, and shall not permit anyone to:

- a. use the Platform, except in connection with performance of the Agreement;
- b. re-license or sublicense, lease, loan or otherwise distribute the Platform to any third-party;
- c. operate a service bureau that utilizes the Platform;
- d. reverse engineer, decompile, disassemble or translate any software used by Boostie to deliver the Platform (the "Software"), or otherwise attempt to view, display or print the Software's source code;
- e. remove, modify or obscure any copyright, trade-mark or other proprietary notices contained in the Software.

2.3 Reservation of Rights



Boostie shall retain ownership of all intellectual property rights associated with the Platform, all ancillary documentation and technology associated therewith, and any enhancements or modifications thereof. Neither party shall use the trademarks or trade names of the other without express consent.

2.4 Audit Rights

Boostie reserves the right to monitor and audit Company and its authorized users' usage of the Platform for the purpose of (among others) ensuring compliance with the terms of the Agreement. Any such audit may be carried out by Boostie or a third-party authorised by Boostie, at Boostie's expense.

2.5 Accounts

In order to use the Platform, Company must create an account (an "Account") and sign in using a corporate email address. Company will be allowed to create one or more administrator accounts (each an "Admin Account") for one or more designated administrators (each an "Administrator") to access the Platform. After initial registration, an Administrator may assign additional user access to other Company employees, directors, officers, contractors or agents (collectively, the "Representatives"). Boostie is not responsible for dissemination of additional user access, as all requests for additional user access must be routed to a designated Administrator.

2.6 Security

Boostie implements and maintains industry standard safeguards and controls to deter and for the detection, prevention and correction of any unauthorized intrusion, access or use of the Platform and Company's Ads. Company acknowledges and agrees that notwithstanding the security measures, such methods and procedures may not prevent unauthorized electronic intruders from accessing the Platform through the Internet or through other forms of electronic communication. Except for the maintenance of industry standard safeguards, which are designed to frustrate access from unauthorized electronic intruders, Boostie shall not be liable and disclaims responsibility to Company with respect to any action by any unauthorized electronic intruder.

2.7 Maintenance

From time to time, it will be necessary for Boostie to perform maintenance on its system. Such maintenance includes routine maintenance to ensure the continued provision of the Platform through the continued operation of Boostie's system or



upgrading, updating or enhancing its system. Boostie shall use its commercially reasonable efforts to perform such maintenance at such times to minimize the impact of any downtime of its system to Company. To the extent Boostie is able, Boostie shall notify Company in advance of any scheduled maintenance by posting a message on its website or by sending an email to the designated Company representative of the scheduled maintenance time and the anticipated duration of such maintenance.

3. Company's Rights and Obligations

3.1 Company's Responsibilities

In addition to its other obligations contained in the Agreement, Company shall:

- a. be responsible for operating, supporting and maintaining Company's systems, including computer hardware and software, necessary for Company to access the Platform;
- b. be responsible for procuring and maintaining communication Platforms, including high speed Internet connections between Company's systems and Boostie's system;
- c. assign, record and control the issuance and use of all authorized users;
- d. use the Platform only in accordance with the terms of the Agreement;
- e. comply, at all times, with all applicable legal and regulatory requirements and with Boostie's policies in respect of the use of the Platform and Ads delivered or served through the Platform, including without limitation:
 - i. ensuring that neither Company nor any entity of individual who owns, holds or controls (directly or indirectly) 25 percent or more of Company is listed or designated under the international economic sanctions adopted under applicable laws; and
 - ii. ensuring that no dealings with Company are prohibited or restricted under applicable laws regarding human trafficking, modern slavery or anti-money laundering and terrorist financing; and
- f. ensure that all Ads approved by Company for use with the Platform comply with all applicable legal and regulatory requirements.

3.2 Company's Negative Covenants

Company shall not:

- a. use the Platform for improper or unlawful purposes;



- b. take any action that imposes an unreasonable or disproportionately large load on Boostie's system;
- c. use the Platform or the software to develop any derivative works or any functionally compatible or competitive software; or
- d. copy or download any software used by Boostie to provide the Platform and which is contained within Boostie's system.
- e. share, copy or steal IP, user experience or platform information with any entity other than the Company and its derivatives.

In the case of data which may be provided by or provisioned through Boostie, Company shall not:

- e. resell, rent, lease, sublicense, or transfer such data to any third-party;
- f. use such data in any manner except for marketing purposes and the delivery of online advertisements; or
- g. merge or combine such data with personally identifiable information.

3.3 Representations and Warranties of Company

In addition, Company represents, warrants and covenants that:

- a. Ads delivered or served through the Platform will not include any materials or links to materials that:
 - i. are unlawful, harmful, spam, threatening, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, hateful, discriminatory, prejudiced or otherwise objectionable; or
 - ii. infringe or misappropriate the patents, copyrights, trademarks, trade secrets or other intellectual property rights of any person; and
- b. none of the Ads will contain any viruses, Trojan horses, worms or other disabling devices or harmful components intended to damage, detrimentally interfere with, intercept, or expropriate any system.

3.4 Ownership of and License to Use Ads

Company shall retain ownership of all intellectual property rights to the Ads and any ancillary advertising materials provided to Boostie. Company hereby grants to Boostie the right and license to promote and market its Ads through the Platform. Company hereby authorizes and grants to Boostie a license to use Company's Ads and any of Company's trademarks, trade names, service marks, logos, character names, and other intellectual property provided by Company in connection with Company's use of the Platform.

3.5 Ownership of Ads Created by Boostie

Boostie assigns to Company ownership of all intellectual property rights to any Ads that may be created by Boostie on Company's instructions. Company hereby grants to Boostie the right and license to promote and market these Ads through the Platform. Company hereby authorizes and grants to Boostie a license to use these Ads and any of Company's trademarks, trade names, service marks, logos, character names, and other intellectual property provided by Company in connection with Company's use of the Platform.

4. Fees, Invoicing, and Payment

4.1 Fees

Company shall pay Boostie all fees, amounts and charges in relation to the cost of all Media purchased by the Company through the Platform (the "Fees"). The Fees do not include applicable taxes. Fees are in the currency specified by the Company in the Company's Account.

4.2 Invoices

If Company and Boostie have executed a Prompt Payment Agreement (a "PPA") pursuant to which Company has been approved by Boostie for a credit limit and monthly billing, Boostie shall send Company monthly invoices detailing Company's advertising campaign activities and amounts due for the previous month's advertising campaigns in accordance with Boostie's invoice terms set forth on the invoice. Boostie's analytics system shall be the sole basis of measurement for the purpose of determining the Fees. All invoices will be considered accepted by Company unless Company notifies Boostie to the contrary in writing within 15 days after delivery of the applicable invoice. If Company has not entered into a PPA, Boostie will not provide a monthly invoice unless requested by Company.

4.3 Payment

Unless the Company has entered into a PPA, Company shall pay the Fees either:

- a. with the credit card associated with Company's Boostie account and the Fees will be charged to Company's credit card at pre-determined amounts mutually agreed upon by Boostie and Company; or



- b. by making a pre-payment of Fees which Boostie may apply to Company's media purchases, which pre-payment shall be promptly refunded by Boostie upon the request of the Company after payment of any outstanding Fees.

4.4 Currency

For purposes of calculating foreign currency rates for non-United States dollar currencies, Boostie utilizes a risk-adjusted daily exchange rate. Rates are provided via a daily feed from a reputable exchange rate service.

4.5 Taxes

- a. Company shall pay any and all taxes, fees and duties that are paid or payable as a result of or otherwise in connection with the transactions contemplated in the Agreement including federal, provincial and local, excise, sales, use, goods and services, harmonized, value added and any taxes or other amounts in lieu thereof (collectively "taxes"), except for any taxes based on Boostie's net income and certain non-value add taxes based on Boostie's gross receipts.
- b. Fees do not include any taxes which are or may be imposed by law on Boostie, Company or their affiliate, irrespective of whether Boostie needs to collect said taxes or Company is required to account for said taxes and remit them, by any taxing authority or jurisdiction occasioned by, relating to or as a result of the execution of the Agreement or any other matter, good or service provided for under or in connection with the Agreement.

4.6 Interest on Late Payments

Where Company fails to pay any amount in accordance with the Agreement, Boostie shall have the right, in addition to any other rights or remedies available to it, to charge, and Company shall pay, interest on such overdue amounts at the rate of one percent (1%) per month calculated daily, compounded monthly (12.68% per annum), both before and after any court judgment in respect of the same from the date such payment was due.

4.7 Credit

Company agrees and acknowledges that Boostie may obtain consumer or other credit reports containing factual information in connection with such application and that Company authorizes receipt and exchange of credit information.

5. Privacy and Data

5.1 Privacy

The Boostie Privacy Policy (available at <https://boostie.com/privacy-policy/>) applies to the collection, use and disclosure of any personal information that Company or users may provide to Boostie. The parties shall comply with any laws and regulations pertaining to the privacy protection of personal information. Each party shall reasonably cooperate with the other party's specific requests as necessary to facilitate such party's compliance with any applicable privacy laws and regulations.

5.2 Company's Responsibilities

Company is solely responsible for any data submitted or transferred by Company to Boostie and any data collected by Boostie from or for Company pursuant to or in connection with the Agreement, including personal information ("Company Data").

Company warrants that it will not transfer to Boostie any Company Data that has not been lawfully processed in accordance with applicable data privacy laws. For greater certainty, Company warrants that it will obtain opt-in consent from data subjects, where such consent is required by data privacy laws, to use any Boostie trackers, including, but not limited to, conversion pixels, retargeting pixels, or look-alike pixels.

Company shall also identify any Company Data originating in the European Union, the European Economic Area, Switzerland or the United Kingdom ("EU Company Data") to Boostie. Company acknowledges that failure to properly identify EU Company Data shall result in Boostie rejecting any bid request and receipt of the EU Company Data.

Company understands and acknowledges that Boostie is relying on Company fulfilling its obligations under data privacy laws in order for Boostie to fulfill its obligations under the Agreement. Company shall notify Boostie if Company determines, or suspects, an issue or violation with its obligations outlined in this section.

5.3 Processing and Sub-processing

In respect of Company Data, Boostie and Company acknowledge that Company is a data controller and Boostie is a data processor.



Boostie shall process Company Data on behalf of Company in accordance with the Boostie Privacy Policy. Boostie will comply with Company's reasonably given and documented instructions regarding the processing of Company Data. Where Boostie receives an instruction from Company that, in Boostie's reasonable opinion, violates applicable data privacy laws, Boostie will inform Company, though a failure to inform the Company shall not constitute a waiver by Boostie of any of Boostie's remedies against the Company.

Boostie shall be entitled to use sub-processors to process Company Data on behalf of Boostie.

5.4 Data Subject Rights

Boostie will use commercially reasonable efforts to assist Company fulfill Company's obligations to respond to requests from data subjects to exercise the data subject's rights under data privacy laws in Company Data concerning the data subject, to the extent that such assistance is legally permitted and technically possible in the circumstances.

5.5 Security Measures

Boostie will implement and maintain appropriate technical, administrative and organizational measures to prevent unauthorized and unlawful processing of Company Data appropriate to the nature and sensitivity of the Company Data.

5.6 Aggregated Data

Company grants Boostie a non-exclusive, transferable, assignable, irrevocable, royalty-free, worldwide, perpetual license to create aggregated and anonymized Company Data ("Aggregated Data") and to use such Aggregated Data, and all modifications thereto and derivatives thereof, for Boostie's own business purposes. Boostie shall own all Aggregated Data and may transfer or assign any of its rights in the Aggregated Data to any third-party.

5.7 System Data

Company understands that the Platform collects aggregated and non-personally identifiable data relating to users' use of the Platform, including non-personally identifiable information provided by users in response to an Ad ("System Data"). System Data, including all modifications thereto, is and shall be the sole and exclusive property of Boostie, and Boostie shall have the right to use System Data to improve the Platform; develop new products, services and features; understand

usage; and generally for any purpose related to Boostie's business without further obligation to Company. Boostie may transfer or assign any of its rights in the System Data to any third-party.

6. Confidentiality

For purposes of the Agreement, "Confidential Information" means any information related to or contained within the Platform, non-public information, know-how and trade secrets, whether provided in written or oral form, that is designated as being confidential, or that a reasonable person knows or reasonably should understand to be confidential; provided, however, that the following shall not be considered Confidential Information: information that is, or becomes, publicly available without a breach of the Agreement, was lawfully known to the receiver of the information without an obligation to keep it confidential, is received from another source who can disclose it lawfully and without an obligation to keep it confidential, is independently developed, or is a comment or suggestion one party volunteers about the other's business, products or services. The parties agree to use the Confidential Information solely for the purpose of performing their obligations hereunder. Both parties will refrain from disclosing any Confidential Information to any third-party, except to the extent that:

- a. such disclosure is necessary to perform its obligations or exercise its rights under the Agreement;
- b. such disclosure is required by applicable law or other regulatory guidance, provided that the party required to make such disclosure must use reasonable efforts to give the other party advance notice thereof so as to afford that party an opportunity to seek an order or other relief for protecting its Confidential Information from any unauthorized use or disclosure and the Confidential Information is only disclosed to the extent required by law;
- c. such disclosure is made with the consent of the disclosing party;
- d. such disclosure is to Representatives of the disclosing party who have a need to know such confidential information in order to assist the disclosing party in carrying out its obligations hereunder; or
- e. such disclosure is:
 - i. to legal counsel of the parties; or
 - ii. in confidence, to accountants, banks, proposed investors, acquirers and financing sources and their advisors.

7. Warranty Disclaimer



The Platform is provided "as is" with no warranty of any kind and Boostie expressly disclaims any and all warranties of merchantability, fitness for a particular purpose, availability, security, title and non-infringement. Under no circumstances will Boostie be liable for the results of Company use or misuse of the Platform, including any use contrary to law.

8. Indemnification

Company agrees to indemnify, defend and hold harmless Boostie and its Representatives from and against any third-party claims, liabilities, damages, losses and expenses (the "Claims"), including, without limitation, reasonable legal fees, arising out of or in connection with any of the following acts or omissions by the Company:

- a. misuse of the Platform;
- b. fraud, wilful misconduct, or gross negligence;
- c. violation of legal and regulatory requirements applicable to Company;
- d. breach of the Agreement;
- e. any claim that Company's Ads violate applicable laws or regulations; or
- f. any violation of the rights of another person or entity, including without limitation, any intellectual property rights.

9. Limitations on Liability

In no event will Boostie, its affiliates or their respective agents be liable to the other for any lost profits or any special, incidental, consequential, exemplary, punitive or other indirect damages of any nature, for any reason, whether based on breach of contract, tort (including negligence), or otherwise and whether or not either has been advised of the possibility of such damages. Notwithstanding any other provisions of the Agreement, in no event will Boostie's aggregate liability to Company and any third-party in connection with the Agreement or Company's access to and use of the Platform exceed the total amount paid by Company to Boostie in the six month period preceding the claim or action.

10. Term and Termination

10.1 Term

The Agreement shall commence on the Effective Date, and will remain in full force and effect until and unless terminated as set forth herein ("Term").

10.2 Termination

Subject to Section 10.3, Boostie may terminate the Agreement:

- a. by providing Company with no less than thirty (30) days' notice;
- b. immediately upon notice if Company materially breaches any of its obligations hereunder and fails to cure such breach within seven (7) days following written notice; or
- c. immediately upon notice in the event of the suspension of business, insolvency, institution of bankruptcy or liquidation proceedings by or against Company.

Following any termination for convenience pursuant to subsection (a) above, both parties shall endeavor in good faith to honor any existing campaigns or open orders known to exist on the date of notice of termination.

10.3 Immediate Suspension/Termination

Notwithstanding the foregoing, Boostie may suspend or terminate the Agreement and the rights granted hereunder, including with respect to any existing campaigns or open orders known to exist on the effective date of termination, without prejudice to enforcement of any other legal right or remedy: (a) immediately and without notice if Company fails to pay in full any sum owing by it under the Agreement by the due date; or (b) upon giving written notice of such termination, (i) if Company infringes the intellectual property rights of Boostie; or (ii) if Boostie has reason to believe that Company is using the Platform for any improper or unlawful purpose, or that Company's Ads violate any Platform policy, or applicable laws or regulations.

10.4 Effect of Termination

Upon termination of the Agreement, subject to Section 11.12:

- a. all rights of Company under the Agreement will terminate; and
- b. Boostie's obligations relating to the Platform will terminate.

11. Miscellaneous

11.1 Notice

All notices and other information to be given by one of the parties to the other shall be given by hand delivery or e-mail to the other party at the coordinates set forth



on the signature page. Notices sent by e-mail shall be deemed to have been received by the party to whom it was addressed on the date of transmission or receipt, or if sent on a day that is not a business day or after normal business hours, on the first business day following transmission or receipt. Notices sent by hand delivery shall be deemed to have been received on the date of delivery. Any notice of change of address by a party shall be effective only upon receipt of a notice provided to the other party in accordance with the provisions of this Section 11.1.

11.2 Marketing and Publicity

Without Boostie's prior written consent, Company shall not release any information regarding any Ads or Company's relationship with Boostie or its customers, including in press releases or promotional or merchandising materials. Boostie shall have the right to refer to its work for and relationship with Company for marketing and promotional purposes. No stand-alone press releases or general public announcements shall be made without the mutual consent of Boostie and Company.

11.3 Force Majeure

In no event shall Boostie be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Boostie shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

11.4 Entire Agreement

The Agreement, together with any other documents to be delivered pursuant hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

11.5 Severability

If any provision of the Agreement is deemed illegal, invalid or unenforceable, the parties will endeavor to replace it by another provision that will as closely as



possible reflect their original intention. The validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.

11.6 Further Assurances

Each party shall take such action (including the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of the Agreement.

11.7 Relationship

The parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either party as an agent, representative or employee of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other party. Neither party will have the authority or right to represent nor obligate the other party in any way except as expressly authorized by the Agreement.

11.8 Governing Law

The Agreement shall be governed by, and construed and enforced in accordance with, the laws in force in the State of Delaware. The parties hereto agree to submit to the exclusive jurisdiction of the courts of the State of Delaware.

11.9 Waiver

The waiver by either party of a breach or default of any provision of the Agreement by the other party shall not be effective unless in writing and shall not be construed as a waiver of any succeeding breach of the same or of any other provision. Nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege by such party shall constitute a waiver.

11.10 Assignment

Company may not assign the Agreement, in whole or in part, by operation of law or otherwise without Boostie's prior written consent, and any such purported assignment shall be void.

11.11 Remedies



Company acknowledges that its breach of any confidentiality or proprietary rights provision of the Agreement may cause Boostie irreparable damage, which monetary damages would be inadequate to remedy. Consequently, Boostie may seek injunctive or other equitable relief to enforce the Agreement and prevent any and all acts in violation of those provisions. The exercise by either party of any remedy under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

11.12 Survival

Sections 6, 7, 8, 9 and 11 shall survive the expiration or termination of the Agreement.

These Terms of Use are effective as of January 2023.