



BOOSTIE INC. TERMS OF USE

Effective Date: 1/1/2025

These Terms of Use ("Agreement") govern your access to and use of the Boostie platform and services (the "Platform") offered by Boostie Inc., a Delaware corporation ("Boostie," "we," "us," or "our"). By accessing or using the Platform, you agree to be bound by this Agreement. If you do not agree, you may not use the Platform.

1. DEFINITIONS

- (a) "Company" refers to the entity or individual accessing or using the Platform.
 - (b) "Applicant" refers to any job seeker whose information is collected, processed, or viewed via the Platform.
 - (c) "Platform" includes all Boostie tools, dashboards, software, websites, hosted pages, APIs (if any), AI features, analytics, and related services.
 - (d) "Customer Data" means all data inputted by the Company, including job descriptions, candidate records, and communications.
 - (e) "System Data" means non-personal, technical, or behavioral data about usage of the Platform.
 - (f) "Aggregated Data" means anonymized data derived from Customer Data or System Data, used for analytics or platform improvement.
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2. PLATFORM ACCESS AND LICENSE

2.1 Access Rights

- (a) Boostie grants Company a non-exclusive, non-transferable, limited license to access and use the Platform in accordance with this Agreement and any applicable documentation.

2.2 Restrictions

Company may not:

- (b) Reverse-engineer, decompile, or access source code;
- (c) Sell, lease, or sublicense the Platform;
- (d) Use the Platform for any unlawful or prohibited activity;

2.3 Service Availability

- (e) Boostie will use commercially reasonable efforts to maintain Platform availability of 99.0% uptime per calendar month, excluding scheduled maintenance and force majeure events.
 - (f) Scheduled maintenance will be performed during off-peak hours with advance notice when feasible.
 - (g) Detailed service level commitments, if any, shall be specified in a separate Service Level Agreement.
 - (h) Export Customer Data without reasonable notice to Boostie, or export System Data or Aggregated Data without written permission. Customer Data exports must be conducted through Platform-provided tools or APIs when available;
 - (i) Use Platform output in High-Risk Decision-Making without meaningful human oversight. "High-Risk Decision-Making" includes final hiring decisions, employment termination, credit approvals, insurance underwriting, or any decision that significantly affects an individual's employment, financial standing, or legal rights. For High-Risk Decision-Making, Company must ensure qualified human reviewers:
 - (i) (i) actively consider AI outputs alongside other relevant factors;
 - (ii) (ii) have authority to override AI recommendations;
 - (iii) (iii) are trained to identify potential bias or errors in AI outputs.
 - (j) Attempt to bypass security, limits, or licensing controls.
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3. COMPANY RESPONSIBILITIES

3.1 Account Security

- (a) Company is responsible for operating, supporting, and maintaining its own systems, including computer hardware and software, necessary to access the Platform.
- (b) Company shall manage user accounts, including administrator and representative users, and control login credentials and usage permissions.
- (c) Company shall procure and maintain high-speed internet and communication services and ensure the security of its internal systems and devices.
- (d) Company must notify Boostie promptly of any unauthorized access, security breach, or misuse.

3.2 Compliance and Usage Requirements

Company agrees to:

- (e) Use the Platform only in accordance with applicable laws and this Agreement;
- (f) Obtain and document proper consent for any data collected from Applicants or third parties;
- (g) Ensure that neither the Company nor any individual or entity with 25% or more control of the Company is subject to international sanctions or prohibited dealings under laws related to human trafficking, modern slavery, money laundering, or terrorism;
- (h) Approve all advertisements, job postings, and campaigns in compliance with applicable laws and advertising standards.

3.3 Prohibited Activities

Company shall not:

- (i) Use the Platform for any fraudulent, unlawful, harmful, threatening, or abusive purpose;
- (j) Upload or distribute any viruses, Trojan horses, or malicious code;
- (k) Deliver content or advertisements that are defamatory, obscene, discriminatory, or infringe on third-party intellectual property rights;
- (l) Take any action that imposes an unreasonable or disproportionate load on Boostie's systems;
- (m) Copy, scrape, or extract Platform software, data, or proprietary information for unauthorized purposes;
- (n) Develop any derivative products or functionally similar software using Boostie intellectual property or data.

3.4 Data Usage Limits

Where Boostie provides or enables access to data through the Platform, Company shall not:

- (o) Resell, rent, lease, sublicense, or transfer such data to any third party;
- (p) Use the data for anything other than permitted advertising, recruitment, or outreach purposes;
- (q) Combine such data with personally identifiable information (PII) in violation of privacy laws or without proper consent.

3.5 Intellectual Property of Ads and Content

- (r) Company retains ownership of all intellectual property rights in Ads, job postings, and associated materials provided to Boostie.
 - (s) Boostie is granted a limited license to use such materials solely for delivery, display, and optimization of services on the Platform.
 - (t) For Ads or creative assets developed by Boostie on Company's instruction, ownership shall transfer to Company upon full payment of applicable fees, but Boostie retains the right to display or use examples for internal benchmarking, product improvement, and promotional materials unless otherwise agreed in writing.
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4. FEES, PAYMENT, AND BILLING

4.1 Fees

- (a) The use of the Platform is subject to payment of applicable fees, including but not limited to subscription fees, onboarding fees, or usage-based fees, as specified in the applicable order form or communicated by Boostie.
- (b) Boostie reserves the right to modify its pricing model with sixty (60) days' advance written notice to Company. Automatic price increases for existing subscription plans shall not exceed seven percent (7%) annually. New usage-based charges may be implemented with ninety (90) days' notice.

4.2 Payment Method

- (c) Company must provide a valid payment method prior to using any paid features of the Platform. All payments shall be made through Boostie's designated third-party payment processor (e.g., Stripe).
- (d) Company authorizes Boostie to charge the provided payment method for all fees incurred and acknowledges that access to the Platform may be suspended or terminated if timely payment is not received.

4.3 Billing Cycle

- (e) Unless otherwise agreed in writing, all subscription fees are billed either monthly or annually in advance, and all usage-based or variable fees are billed in arrears.
- (f) Boostie will provide invoices or receipts electronically and may offer access to historical billing information through the Platform.

4.4 Taxes

- (g) Fees are exclusive of all applicable sales, use, value-added, or similar taxes. Company is responsible for all such taxes, duties, and assessments imposed by any governmental authority.
- (h) If Boostie is legally required to collect and remit taxes on behalf of Company, those amounts will be added to the invoice and paid by Company unless Company provides a valid tax exemption certificate.

4.5 Disputes and Late Payments

- (i) Any disputes to an invoice must be submitted to Boostie in writing within thirty (30) days of receipt. Boostie will investigate and respond within fifteen (15) days. If unresolved, disputes may be escalated through the notice procedures in Section 11.4. Failure to dispute within the thirty-day period constitutes acceptance.
- (j) Any undisputed portion of an invoice must be paid in full while the parties resolve the disputed portion.
- (k) Past due amounts are subject to interest at a rate of one percent (1%) per month or the maximum permitted by law, whichever is less.

4.6 No Refunds

- (l) Except as expressly provided in this Agreement or required by law, all payments are non-refundable, and credits will not be issued for unused time, features, or partial periods.
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5. DATA, PRIVACY, AND SECURITY

5.1 Ownership of Data

- (a) Company retains all rights, title, and interest in and to Customer Data.
- (b) Boostie retains all rights, title, and interest in and to System Data and Aggregated Data, including any modifications, enhancements, or derivatives thereof.

5.2 Use of Applicant Data

- (c) Boostie collects and processes data submitted by or on behalf of Applicants, which may include resumes, application responses, job preferences, behavioral data, device metadata, and interaction logs.
- (d) Boostie may use Applicant data to:
 - (i) Score and summarize applications;
 - (ii) Match Applicants to relevant jobs;
 - (iii) Power AI features such as job description writing and candidate evaluation;
 - (iv) Enhance platform quality, analytics, and personalization.

5.3 Consent and Compliance

- (e) Company is solely responsible for ensuring it has obtained all necessary consents from Applicants and other data subjects before collecting, processing, or transmitting personal data using the Platform.
- (f) Boostie will implement a centralized Preference Center to enable Applicants to manage communications, consent, and data preferences in compliance with applicable privacy laws.

5.4 Subprocessors

- (g) Boostie may engage third-party subprocessors to support the delivery of the Platform. These may include, but are not limited to: OpenAI, Anthropic, Llama, Microsoft Azure (AI processing); SendGrid and Twilio (messaging); Stripe (payments); HubSpot and Attio (CRM and analytics).
- (h) Boostie ensures subprocessors are contractually obligated to comply with data protection standards consistent with this Agreement.
- (i) Boostie will maintain a current list of subprocessors and provide thirty (30) days' advance notice of any new subprocessors or material changes to existing arrangements.
- (j) If Company objects to a new subprocessor on reasonable data protection grounds, Company may terminate this Agreement with thirty (30) days' notice without penalty.

5.5 Data Subject Rights and Deletion Requests



- (k) Boostie will assist Company, to the extent legally and technically feasible, in responding to data subject requests regarding access, correction, or deletion of personal data.
- (l) Applicants may submit deletion requests directly to Boostie at <https://boostie.com/privacy/>. Boostie will honor such requests in accordance with applicable law and internal retention policies.

5.6 Data Security

- (m) Boostie maintains industry-standard administrative, physical, and technical safeguards to protect Customer Data and Applicant Data against unauthorized access, use, loss, or disclosure.
- (n) Despite these safeguards, no system is completely secure. Company acknowledges that use of the Platform involves risks that cannot be fully eliminated.
- (o) In the event of a security incident that may compromise Customer Data or Applicant Data, Boostie will notify Company within seventy-two (72) hours of becoming aware of the incident and provide regular updates on investigation and remediation efforts.
- (p) Boostie will cooperate with Company's breach notification obligations under applicable law, including providing necessary documentation and technical details.

5.7 Aggregated and System Data

- (q) Boostie may use Aggregated Data and System Data to:
 - (i) Improve the performance, features, and security of the Platform;
 - (ii) Conduct usage analytics and trend analyses;
 - (iii) Benchmark usage and performance across customers;
 - (iv) Develop new products, services, or recommendations.
- (r) Boostie owns all rights in and to such Aggregated and System Data, and may share or commercialize it provided it does not identify any specific Company or Applicant.

5.8 Data Processing Agreement

- (s) For Companies subject to the European General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), or similar privacy laws, the parties shall execute a separate Data Processing Agreement (DPA) that governs the processing of personal data.
 - (t) International data transfers shall be protected by appropriate safeguards, including Standard Contractual Clauses or adequacy decisions as required by applicable law.
 - (u) Upon request, Boostie will provide copies of relevant certifications, audit reports, or other evidence of compliance with applicable data protection standards.
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6. CONFIDENTIALITY

6.1 Definition

- (a) "Confidential Information" means any non-public, proprietary, or confidential information disclosed by either party to the other party that is designated as confidential or that a reasonable person would understand to be confidential under the circumstances.
- (b) Confidential Information includes, but is not limited to, technical data, trade secrets, know-how, business plans, product designs, pricing, customer and vendor lists, and any other proprietary information.

6.2 Exclusions

- (c) Confidential Information does not include information that:
 - (i) Is or becomes generally known to the public without breach of any obligation owed to the disclosing party;
 - (ii) Was known to the receiving party prior to its disclosure by the disclosing party;
 - (iii) Is received from a third party lawfully and without restriction;
 - (iv) Is independently developed by the receiving party without use of or reference to the disclosing party's confidential Information.

6.3 Use and Protection

- (d) The receiving party shall:
 - (i) Use the Confidential Information solely to perform its obligations under this Agreement;
 - (ii) Take reasonable steps to protect the confidentiality of the Confidential Information using at least the same degree of care that it uses to protect its own confidential information;
 - (iii) Not disclose confidential information to any third party except to employees, agents, or contractors who need to know such information for the purpose of this Agreement and who are bound by confidentiality obligations.

6.4 Compelled Disclosure

- (e) If the receiving party is compelled by law or legal process to disclose confidential information, it shall provide the disclosing party with prior notice (to the extent legally permissible) and cooperate with any efforts to seek protective treatment.

6.5 Return or Destruction

- (f) Upon termination of this Agreement, or upon the disclosing party's request, the receiving party shall promptly return or destroy all confidential information, except to the extent required to comply with applicable legal or record-keeping requirements.

6.6 Injunctive Relief

- (g) The parties acknowledge that a breach of this Section may cause irreparable harm, and that the non-breaching party is entitled to seek injunctive or equitable relief in addition to other available remedies without the necessity of posting a bond.
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7. WARRANTIES AND DISCLAIMERS

7.1 Platform Provided "As Is"

- (a) The Platform, including all services, content, functionality, and technology provided by Boostie, is offered on an "as is" and "as available" basis, without warranties of any kind, whether express, implied, statutory, or otherwise.
- (b) Boostie expressly disclaims all warranties and conditions of any kind, including, but not limited to:
 - (i) Implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;
 - (ii) Warranties that the Platform or any content, functionality, or services will be uninterrupted, timely, secure, error-free, or free from harmful components;
 - (iii) Warranties that the output or results obtained from the use of the Platform will be accurate, reliable, or suitable for any particular use case or decision-making process.

7.2 AI-Generated Content and Outputs

- (c) Boostie makes use of artificial intelligence and machine learning features, including but not limited to resume scoring, applicant summaries, job description generation, and matching algorithms.
- (d) Company acknowledges and agrees that:
 - (i) AI outputs are based on statistical inference and available input data;
 - (ii) AI-generated content may not always be accurate or complete and is intended to support, not replace, human review and discretion;
 - (iii) Company is solely responsible for any use of AI outputs in hiring or decision-making processes, and for compliance with applicable laws, including employment and anti-discrimination laws.

7.3 No Guarantee of Results

- (e) Boostie does not guarantee that use of the Platform will result in specific outcomes, including but not limited to: increased applicant volume, improved match rates, successful hiring, or conversion metrics.
- (f) Boostie shall not be held responsible for any decisions made by the Company or its personnel based on data, analytics, or AI outputs provided by the Platform.

7.4 External Services and Third Parties

- (g) The Platform may integrate with or allow access to third-party services or tools (e.g., job boards, communication services, analytics platforms). Boostie is not responsible for the functionality, availability, or compliance of any third-party services, even if accessed via the Platform.
- (h) Any issues arising from the use of such third-party services shall be resolved directly between the Company and the respective service provider.

7.5 Jurisdiction-Specific Disclaimers

- (i) Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for consequential or incidental damages. In such cases, the above exclusions and limitations may not apply to the extent prohibited by law, and will apply to the maximum extent permitted.
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8. INDEMNIFICATION

8.1 Indemnity by Company

- (a) Company agrees to defend, indemnify, and hold harmless Boostie, its affiliates, directors, officers, employees, contractors, agents, licensors, and service providers (collectively, "Boostie Parties") from and against any and all third-party claims, actions, proceedings, liabilities, losses, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:
 - (i) Company's access to or use of the Platform;
 - (ii) Any Customer Data or Applicant Data submitted or transmitted by Company;
 - (iii) Company's breach of this Agreement or violation of any applicable law or regulation;
 - (iv) Company's misuse of AI-generated content, scoring, or decisioning tools;
 - (v) Any allegation that Company's Ads, content, or data infringe or misappropriate a third party's intellectual property or violate their rights.

8.2 Indemnification Procedures

- (b) Boostie shall:
 - (i) Promptly notify Company in writing of any claim for which indemnification is sought;
 - (ii) Allow Company to control the defense and settlement of the claim, provided that any settlement must fully release Boostie of liability and not impose any obligation or admission without Boostie's prior written consent;
 - (iii) Cooperate with Company, at Company's expense, in the defense and settlement of the claim.

8.3 Indemnity by Boostie

- (c) Boostie shall defend, indemnify, and hold harmless Company from and against any third-party claims alleging that the Platform, as provided by Boostie and used by Company in accordance with this Agreement, infringes or misappropriates a valid U.S. patent, copyright, or trademark.
- (d) The indemnity obligation in Section 8.3 shall not apply to claims arising from:
 - (i) Company's misuse or unauthorized modification of the Platform;
 - (ii) Use of the Platform in combination with other products, software, or data not provided by Boostie;
 - (iii) Compliance by Boostie with Company's designs, specifications, or instructions.
- (e) If Boostie reasonably believes the Platform may infringe intellectual property rights, Boostie may, at its sole option and expense:

- (i) Modify the Platform to avoid infringement;
- (ii) Obtain a license for continued use;
- (iii) Terminate the Agreement and refund any prepaid fees for the unused portion of the term.

8.4 Sole Remedy

- (f) This Section 8 states each party's exclusive remedy and entire liability with respect to indemnification and intellectual property infringement claims.
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9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages

- (a) To the maximum extent permitted by law, in no event shall Boostie, its affiliates, licensors, service providers, or subcontractors be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, business opportunities, goodwill, or anticipated savings, even if advised of the possibility of such damages.

9.2 Aggregate Liability Cap

- (b) Boostie's total cumulative liability arising out of or relating to this Agreement, whether in contract, tort (including negligence), warranty, or otherwise, shall not exceed the total amount of fees paid by Company to Boostie under this Agreement in the six (6) months preceding the event giving rise to the claim.

9.3 Applicability

- (c) The limitations set forth in this Section shall apply notwithstanding the failure of the essential purpose of any limited remedy and regardless of the form of action, whether in contract, tort, strict liability, or otherwise.

9.4 Exceptions

- (d) Nothing in this Section 9 shall limit or exclude liability for:
 - (i) Death or personal injury caused by negligence;
 - (ii) Fraud or fraudulent misrepresentation;
 - (iii) Indemnity obligations under Section 8;
 - (iv) Liability which cannot be excluded or limited by applicable law.
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10. TERM AND TERMINATION

10.1 Term

- (a) This Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with this Section.

10.2 Termination for Convenience

- (b) Either party may terminate this Agreement at any time, for any reason or no reason, by providing thirty (30) days' prior written notice to the other party.

10.3 Termination for Cause

- (c) Either party may terminate this Agreement immediately upon written notice of the other party:
 - (i) Materially breaches this Agreement and fails to cure such breach within fifteen (15) days of receipt of notice;
 - (ii) Becomes insolvent, is placed into receivership, or has a petition for bankruptcy filed or initiated against it and not dismissed within sixty (60) days.

10.4 Suspension Rights

- (d) Boostie may suspend Company's access to the Platform with or without notice if:
 - (i) Company fails to make timely payment of any fees;
 - (ii) Boostie reasonably believes that Company's use of the Platform poses a security risk, violates applicable law, or may harm the Platform, other users, or Boostie's reputation.

10.5 Effect of Termination

- (e) Upon termination:
 - (i) All rights and licenses granted to Company shall immediately terminate;
 - (ii) Company shall immediately cease all use of the Platform;
 - (iii) Company shall pay all outstanding amounts due through the effective date of termination;
 - (iv) Boostie shall automatically delete Customer Data within thirty (30) days of termination unless Company submits a written request for extended retention (up to twelve months) to facilitate data migration. Aggregated Data and System Data may be retained indefinitely in accordance with Section 5.7.
 - (f) Sections that by their nature should survive termination shall survive, including Sections 5, 6, 7, 8, 9, 10.5, and 11.
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11. GENERAL TERMS

11.1 Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles. Each party consents to the exclusive jurisdiction and venue of the state and federal courts located in Delaware.

11.2 Entire Agreement

- (b) This Agreement, together with any documents incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior or contemporaneous understandings, agreements, representations, or communications, whether oral or written.

11.3 Assignment

- (c) Company may not assign, delegate, or transfer this Agreement, in whole or in part, without Boostie's prior written consent. Any unauthorized assignment shall be null and void. Boostie may freely assign or transfer this Agreement without restriction.

11.4 Notices

- (d) All notices under this Agreement shall be in writing and delivered to the receiving party via email, registered mail, or nationally recognized courier at the address provided. Notices shall be deemed given:
 - (i) Upon delivery if by hand;
 - (ii) One (1) business day after dispatch if by overnight courier;
 - (iii) Upon transmission if sent by email with confirmation of receipt.

11.5 Force Majeure

- (e) Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, war, civil unrest, government actions, cyber attacks, internet or power outages, or failures of third-party service providers. The affected party must provide prompt notice and use reasonable efforts to mitigate the impact.

11.6 No Waiver

- (f) No waiver by either party of any breach or default shall be deemed a waiver of any other or subsequent breach or default. All waivers must be in writing.

11.7 Severability



- (g) If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

11.8 Independent Contractors

- (h) The parties are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship.

11.9 Publicity

- (i) Company agrees that Boostie may identify Company as a customer and use Company's name and logo in its marketing and promotional materials, subject to Company's standard brand usage guidelines.

11.10 Export Compliance

- (j) Company shall not use, export, or re-export the Platform except as authorized by U.S. law and the laws of the jurisdiction in which the Platform was obtained.

11.11 Feedback

- (a) Company may provide suggestions, enhancement requests, or other feedback regarding the Platform. Any feedback provided to Boostie becomes Boostie's property and may be used for any purpose without restriction or compensation to Company. Company represents that its feedback does not violate any third-party rights.

End of Terms of Use