



**BOOSTMAN**  
Live the dream

## **General Terms & Conditions of use of the “BoostMan” mobile application**

The purpose of these general terms & conditions of use (hereinafter referred to as “T&C”) is to determine the rules for using the “BoostMan” mobile application (hereinafter referred to as “the Application”) published by its owner, the company BOOST SàRL (hereinafter referred to as “the publisher”) legally registered in Switzerland.

By installing the application on your device and / or by accessing the application, as a visitor and / or user, you accept without condition or reservation the entirety of the T&C defined below. If you do not wish to accept these T&C, we ask you not to access the application.

Any visit and / or use of the application must comply with these T&C.

### **Article 1. DEFINITIONS**

The terms starting with a capital letter within the present T&C, used indifferently in the singular or in the plural, will have the meaning given to them below:

"Application" means the software application "BoostMan" edited and provided by the publisher, giving access to the Services, which is available in the Apple "App Store" for download by the User on his Apple iOS terminal. The Application also includes the Contents, software, programs, tools (programming, navigation,...), databases, operating systems, documentation and all other elements and services that compose it, updates and new versions that may be made to the Application by the publisher.

"Content" means, without this list being exhaustive, the structure of the Application, the editorial content, drawings, illustrations, images, photographs, graphic charters, brands, logos, acronyms, corporate names, audiovisual works, multimedia works, visual content, audio and sound content, as well as any other content present within the Application and / or any other element making up the Application.

"GTS" means the General Conditions of Sale and the specific conditions of sale of the publisher applicable to the products and services it markets, which appear on the Site and apply in the same way to the Site and to the Application.

"Services" means the various features and services offered by the Application.

"Site" means the official website of the publisher whose address is the following: [www.boostman.app](http://www.boostman.app)

"User" or "You" means a moral person, adult or minor physical person having previously obtained the authorization of his parents, the person invested with parental authority, or a manager of a company or association which he represents, and having downloaded the Application for its own needs within the framework of a strictly personal use, or within the framework of a commercial use for direct or indirect profit.

### **Article 2. PURPOSE OF THE APPLICATION**

The main purpose of the Application is to allow You to list your dream goals, budget for them, save and track related expenses. This information is strictly confidential.



The application also lists the dreams and testimonies of people known as "Boosters". To become a Booster, you must contact and collaborate with the publisher in order to create adequate content. Fundraising would be an option offered to the Booster for dreams related to a non-profit (such as associations, NGOs).

Several Services may be offered to the User and in particular:

- Navigation management on screens and functionalities;
- Management of dream objectives as well as the export of one's own data;
- Fundraising management;
- Geolocation;
- Management of notifications, useful for better management of Content;
- Sharing features via the internet and social networks;
- User profile and login management;
- Access to the camera of the device to create multimedia content;
- The management of a possible single purchase of the Application;

This list is non-exhaustive and could be modified at any time by the publisher without any responsibility being incurred by anyone.

### **Article 3. ACCESS TO THE APPLICATION**

To access and use the Application, You must have a compatible phone or a mobile device and access to the Internet.

The Application may be downloaded from the "Apple Store" platform on the following mobile devices:

- Apple® iPhone® mobile phone with at least iOS 10 operating system;
- Apple® iPad® mobile terminal with at least iOS 10 operating system.

The software version of the Application may be updated from time to time to add better features and new services.

On the other hand, some data may be visible in web format (therefore in all internet software). It is therefore not necessary to install the Mobile Application to benefit from certain features offered by the Publisher.

### **Article 4. GEOLOCATION**

The use of the geolocation feature of the Application requires the express prior consent of the user to be geolocated. For this, the user must activate, if desired, the geolocation function directly in the settings of his mobile terminal and accept that the Application can use it. The Application could also offer this activation directly to the User. This functionality can be deactivated or activated at any time and free of charge.

Thanks to the acceptance of the GPS geolocation function of the mobile phone and the Application, the user can improve his budget management.

### **Article 5. FINANCIAL CONDITIONS**

The Application is offered free of charge to Users for a limited period determined by the Publisher. A single purchase is then imposed by the publisher. The User who wishes may make payment by bank card through a secure service. This service is also offered for fundraising related to non-profit dreams. The payment terms are clearly indicated in the Application and any purchase requires a thoughtful and responsible evaluation and action by the User.

The publisher does not charge any additional costs, such as subscription costs to the mobile operator, connection and Internet access costs, or any additional costs charged for loading the data.

#### **Article 6. APPLICATION OF T&C AND GTS**

The T&C are applicable to any User of the Application and its Services.

The User is asked to carefully read the T&C that are accessible by hyperlink on the sign-up page of the Application. As the Terms are subject to change by the publisher at any time without notice, the Publisher invites each User to contact him if he wishes to receive the latest Terms. The contact details are mentioned in the Application and on the Website.

The Application may be updated regularly. In this regard, any Application downloaded by a User has a validity limited in time, taking into account these updates to download imperatively and any technical, legislative or regulatory developments, over which the publisher has no control.

The GTS are included in the T&C.

#### **Article 7. INTELLECTUAL PROPERTY OF THE APPLICATION**

The publisher is the exclusive owner of all intellectual property rights relating to the Application and its Content.

Without prejudice to the provisions of article 7, none of the provisions of the T & Cs can be interpreted as an assignment, transfer, sale, concession, license, loan, rental, operating authorization granted directly or indirectly. by the publisher for the benefit of the User on the Application its Content and / or the Services.

#### **Article 8. USER LICENCE**

The publisher grants the User a personal right to use the Application, Content and Services, non-exclusive, revocable, non-transferable, non-transferable and worldwide only for their own needs in the context of the use of the Application and Services, to the exclusion of any other purpose.

It is strictly forbidden for the User to access and / or use the application source codes and / or the software components of the Application.

The User does not acquire any intellectual property rights in the Application, Content and / or Services or any other right than those conferred by these.

This license does not confer any right of use to the User on the Content. The User therefore refrains from reproducing, representing, adapting and / or exploiting any of the Content.

The User expressly undertakes that the use of the Application does not in any way infringe the rights of the publisher, and in particular that this use does not constitute an act of counterfeiting, unfair or parasitic competition content.

#### **Article 9. USER OBLIGATIONS**

The User expressly agrees:



- To download the Application on its equipment exclusively for personal use or for the company it represents;
- Not reproduce the Application permanently or temporarily, in whole or in part, by any means and in any form;
- Not use software or processes intended to copy the Content without the prior written authorization of the user;
- Not carry out any adaptation, modification, translation, transcription, arrangement, compilation, decompilation, assembly, disassembly, transcoding, nor to apply reverse engineering (or "Reverse Engineering") of all or part of the Application, Services and / or Content;
- Not export the Application, to merge all or part of the Application with other computer programs;
- Not make short quotations, analyzes and reproductions intended for press reviews as well as for the other uses expressly authorized by the law within the limits and conditions fixed by this last and subject in particular to quote the name of the authors and the editorial source;
- To expressly renounce the use of software or devices liable to disrupt the proper functioning of the Application, or to take action likely to impose a disproportionate burden on the publisher's infrastructure;
- Not extract or reuse, including for private purposes, without the prior written authorization of the publisher, a substantial part or not of the content of the databases and archives constituted by the Application;
- Not set up systems capable of pirating the Application and / or the Content in whole or in part, or of a nature to violate these T&C;
- To inform the publisher as soon as it becomes aware of an act of piracy and in particular of any illegal or non-contractual use of the Application and / or the Content regardless of the mode of distribution;
- Not sell, rent, sublicense or distribute in any way the Application and / or the Content to third parties;
- Not use the Application when it could endanger his life or that of others.

#### **Article 10. DATA PRIVACY & GDPR**

Any personal data collected in connection with the use of the Application will be processed and stored with secure protocols and in accordance with the GDPR laws in force. Personal access data to the Application such as password will be encrypted and not usable by the Publisher or its direct business partners.

These T&C also attest that the publisher is bound by confidentiality clauses at all times.

The Publisher certifies that no contract or authorization exists for accessing and using User data.

The Publisher and its IT partner will have access to User Content only for the purpose of improving the Services, a better user application experience, as well as moderation of the Content in order to block all activities deemed by the publisher to be obscene, violent, discriminatory, profane, fundamentalist, immoral, criminal or unethical. Only the publisher has the right to contact the Users concerned about their Personal Content.

The refusal of Users to provide certain answers in questionable moderation is likely to deny You access to certain Services or the Application.

The Publisher's IT partner is bound by a contract with the Publisher containing confidentiality clauses prohibiting the exploitation of data outside the framework of the T&C; these clauses also apply to the Publisher.

The Publisher offers the possibility of sharing certain User information. Indeed, as part of a fundraiser, it is sometimes asked by a Booster to be able to thank their donors. The Publisher will provide certain data such as email, address to Boosters on request so that they can complete their procedures for good procedures, such as acknowledgments, invitations ... The Publisher reserves the right to decide on the manner and the content of these operations, as well as any commercial and financial arrangement between the Publisher and Boosters.

#### **Article 11. APPLICATION AVAILABILITY**



The publisher and its business partners agree to use their best efforts to secure access, consultation and use of the Application Services. The Application is accessible 24 hours a day, 7 days a week except in the event of force majeure or the occurrence of an event beyond the control of the publisher and subject to any breakdowns and maintenance interventions necessary for the proper functioning of the 'Application. All maintenance operations may be carried out without the Users having been notified in advance.

## **Article 12. LIMIT OF WARRANTY**

Access and use of the Application is at the risk of the User.

The Application and software are provided "as is" and "as available" without warranty of any kind.

It is up to all Users to take all appropriate measures to protect their own data and / or software stored on their computer and telephone equipment against any attack.

The User declares to know and accept the characteristics and limits of the Internet network and, in particular the functional characteristics and technical performance of the Internet network; problems related to connection and / or access to the Internet and / or websites; problems related to network availability and congestion; problems related to network failure or saturation; problems related to transit time, access to information posted online, response times to view, view, query or otherwise transfer data; the risk of interruption; the lack of protection of certain data against possible misappropriation or hacking; the risks of contamination by possible viruses circulating on the said networks, etc. for which the publisher cannot be held responsible.

The publisher cannot be held responsible:

- In the event of a fault, loss, delay or error in the transmission of data which are beyond their control;
- Sending messages and / or data to a false, incorrect or incomplete address;
- If data does not reach it, for whatever reason, or if the data it receives were illegible or impossible to process;
- In the event that the User fails to access or use the Site, the Application and / or the Services for any reason whatsoever;
- If, for whatever reason, the connection should be interrupted;
- If you have problems with the Apple® App Store.

In addition, the publisher declines all responsibility in the event of improper use of the terminal and / or an incident related to the use of the terminal when using the Application. The publisher can in no way be held responsible for any damage of any kind whatsoever caused to Users, to their terminals, to their computer and telephone equipment and to the data stored therein or for the consequences that may arise therefrom for their personal, professional or commercial activity.

## **Article 13. EVOLUTION OF THE T&C**

The applicable T&C are those in force on the date of connection and use of the Application by the User.

The publisher reserves the right to modify, at any time, all or part of the provisions of the T&C without notice or prior information to Users in order to adapt them to changes in the Services, to technical, legal or jurisprudential changes or when updating new services in place.

Any changes made by the publisher to the T&C will be brought to the attention of Users by simply posting them online. They are deemed to be accepted without reservation by any User who accesses the Application after said online posting. The publisher therefore invites any User to consult the T&C regularly.

Any new Service incorporating new techniques or new features improving the quality of existing Services will also be subject to these T & Cs, unless expressly provided otherwise.

#### **Article 14. TERMINATION**

The publisher may terminate the use of the Application at any time without giving You notice of termination.

Upon any termination, (a) the rights and licenses granted to You will be terminated and You shall cease all use of the Application.

#### **Article 15. CONTACT**

Any question relating to the Application and / or Services should be sent by email to the following address:

[boostalife@boostman.ch](mailto:boostalife@boostman.ch)

#### **ARTICLE 16. APPLICABLE LAW**

These T&C are subject to Swiss law.

Any dispute relating to the execution or interpretation of these rules that could not be settled amicably between the parties will be submitted to the competent courts in Switzerland.

Made in Switzerland, 30<sup>th</sup> June 2020.