

BOOSTR TERMS OF USE

1.1 These terms of use (the **Terms**) (together with the documents referred to in it) tell you the terms on which you may make use of:

- our website www.Boostr.App (the **Site**)
- our Boostr mobile apps (the **Apps** or any one of them an **App**).

1.2 In these Terms, we refer to our Site and Apps and the related wellness and engagement programme collectively as “**Boostr**”. Boostr is owned and operated by Boostr Limited, a company registered in England and Wales under number 13084665 with its registered office at PO Box 70693, 62 Buckingham Gate, London, United Kingdom, SW1P 9ZP (“**we**”, “**our**”, and “**us**”).

1.3 **Please read these Terms carefully before you start to use Boostr, as these will apply to your use of Boostr. By using Boostr, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use Boostr.**

1.4 In particular, please make sure you read the following carefully:

- Our Privacy Policy – which tells you how we use your registration data and other information we collect about you;
- Our Cookie Policy - which sets out information about the cookies on our Site;
- Our Disclaimers and Limitations of Liability.

2 THESE TERMS

2.1 These Terms constitute the agreement between you and us for the use of Boostr and the contents and services available through it.

2.2 We may change these Terms from time to time. Any changes we may make to these Terms in the future will be posted on Boostr and, where appropriate, notified to you by email. Please review this page frequently to see any updates or changes to these Terms.

2.3 The ways in which you can use Boostr may also be controlled by the Apple App Store’s and the Google Play Store’s respective rules and policies.

3 YOUR RIGHT TO ACCESS BOOSTR

3.1 **Corporate Subscription.** You have been granted the right to access Boostr free of charge due to an agreement between Boostr and your employer or other organisation of which you are a member (your “**Company**”). With a Corporate Subscription, you will receive access to all content and features that we have agreed to make available to your Company.

- 3.2 Under a Corporate Subscription, your right to use Boostr may be withdrawn if the agreement between us and the Company ends, or if your access is no longer permitted under our agreement with the Company. If our agreement with your Company ends, we will notify you wherever possible and you will continue to have access to all content up to the date when our agreement with your Company ends. At the end of this period, your account will be closed and you will no longer have any access to and we may delete any content.
- 3.3 Your Company may supplement these Terms with their own terms and conditions. In this case, the Company's terms and conditions shall also apply to your use of Boostr and the contents and services available through it in addition to these Terms. In the event of any conflict between these Terms and the Community's additional terms, these Terms will prevail.
- 3.4 Where you enter or participate in specific events, prize promotions or competitions, those may be subject to specific terms and conditions. Please refer to the specific section below.

4 **USING BOOSTR**

- 4.1 Boostr is always looking for ways to develop and improve and we may therefore release new features. We provide Boostr on an "as is" and "as available" basis with all faults. We do not guarantee that Boostr, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of Boostr, or any features on it for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.2 **You agree that your use of Boostr is at your own risk. We will not be liable to you if for any reason any of Boostr is unavailable at any time or for any period.**
- 4.3 If you download the Apps onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the device.

5 **DEVICE AND SYSTEM REQUIREMENTS**

- 5.1 To use Boostr, your device must meet certain system requirements. These will be updated from time to time and can be found on the Site, as well as on the Apple App Store or Google Play Store.
- 5.2 You acknowledge that access to the Apps and the Site is dependent on you being able to receive data via WiFi or mobile internet. You are responsible for making all necessary payments including in respect of internet and network connections. We are not responsible for the availability of the internet, or any errors in or damage to connections, equipment, or software that may occur in relation to your use of Boostr.

6 **YOUR ACCOUNT AND PASSWORD**

- 6.1 You must be 18 years or older to be eligible to register with us, and to use Boostr. By using Boostr, you represent and warrant that you are 18 years or older.

- 6.2 If you register with us, you must provide true and accurate information about yourself. Should the registration information provided prove false or misleading, we may suspend or terminate your account.
- 6.3 You are responsible for maintaining the confidentiality of your account details, including any user identification codes, passwords or any other piece of information that forms part of our security procedures, and you must not disclose these to any third party.
- 6.4 You are responsible for all activity under your account even if someone else uses your account. You authorise us to act on instructions received under your account and we will not be liable for any loss that you might suffer through following such instructions whether by you or another person.
- 6.5 We have the right to disable any user ID or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 6.6 You acknowledge that we may, at any time and at our sole discretion, request that you re-register with Boostr.
- 6.7 You can close your account at any time via the Settings in the App. When your account is closed, all content added by you will be deleted, anonymised or obfuscated.

7 YOUR PRIVACY

7.1 Our Privacy Policy (available here-<https://www.csm.com/special-pages/other-policies/CSM-Boostr-App-Privacy-Notice>) will apply to your use of Boostr. Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using Boostr, you acknowledge the contents of the Privacy Policy and assure us that all data provided by you is accurate.

7.2 Use restrictions

7.3 You must not:

- use Boostr in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into Boostr or any operating system;
- post any material on Boostr that depicts or encourages violence, or that is pornographic, obscene, hateful, offensive or otherwise objectionable;
- use Boostr to defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate any person;
- infringe our intellectual property rights or those of any third party in relation to your use of Boostr, including by the submission of any material (to the extent that such use is not licensed by these Terms);

- use Boostr in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- permitting any third party to access the services; and
- collect or harvest any information or data from Boostr or our systems or attempt to decipher any transmissions to or from the servers running any service.

8 **ACCOUNT SUSPENSION**

- 8.1 Boostr reserves the right to suspend and/or disable your account and access to Boostr if you fail to comply with these Terms, or if we have reasonable grounds to believe such a failure has occurred.
- 8.2 Boostr may also suspend disable your account and access to Boostr if your company fails to comply with the terms of its corporate subscription.

9 **UPDATES TO BOOSTR**

- 9.1 From time to time we may automatically update Boostr to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may require you to update the Apps for these reasons.
- 9.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using some or all of the features on Boostr and we will not liable for any loss or damage caused by failure to update.

10 **USER GENERATED CONTENT**

- 10.1 Whenever you make use of a feature that allows you to upload content to Boostr, or to make contact with other users Boostr, you must comply with the content standards set out in our Acceptable Use policy set out below.
- 10.2 You are solely responsible for and own any information, data, text, images, graphics, voice memos and other content that you make available in connection with the service ("**User Generated Content**"). We do not claim ownership of any User Generated Content.
- 10.3 You agree that we are not responsible for, and do not endorse, User Generated Content posted on Boostr and that we do not have any obligation to monitor, edit, or remove any User Generated Content. However, we reserve the right, without obligation, to monitor, moderate, edit or remove any User Generated Content.
- 10.4 Certain of your User Generated Content may be private, public, or available only to members of your Company or a sub-set of such members (e.g. members within your team). You shall be responsible for your User Generated Content and acknowledge it may be viewed by others in accordance with the access restrictions specified via the App for that type of content. Please review our [Privacy Policy](#) for more information on how we use your personal data.

10.5 Acceptable Use

10.6 User Generated Content or any interaction with other users of Boostr must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

10.7 User Generated Content or any interaction with other users of Boostr must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the User Generated Content emanates from Boostr, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.

- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

11 INTELLECTUAL PROPERTY RIGHTS AND USE OF BOOSTR

- 11.1 If you are accessing Boostr through the Apps, we grant you a non-exclusive, non-transferable licence to install and use a copy of the Apps on your mobile device for the purposes of the services offered by the Apps only.
- 11.2 We are the owner or the licensee of all intellectual property rights in Boostr, and in the material published on it ("**Works**"), save for User Generated Content uploaded by you or other users. The Works are protected by copyright, trade marks, database right and other intellectual property rights. All such rights are reserved. You may not without our prior written consent (except to the extent required in order to use Boostr in accordance with these Terms) copy, sell, reproduce, publish, modify, or distribute any of the content published, displayed or performed on or within Boostr or systematically extract such content or in any way use or exploit commercial any such content.
- 11.3 You acknowledge that we are the sole and exclusive owners of any and all anonymised data relating to your use of Boostr and that such anonymised data can be used by us for commercial, development and research purposes.

12 DISCLAIMER

- 12.1 We do not guarantee that Boostr, or any content on it, will be free from errors or omissions.
- 12.2 To the maximum extent permitted by law, we disclaim any and all implied conditions and warranties that Boostr and the information and services available through it are of satisfactory quality, accurate, fit for a particular purpose, or non-infringing.
- 12.3 Any contents and materials available on or through Boostr are not advice, nor intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any engagement with Boostr or by anyone who may be informed of any of its contents.
- 12.4 We are not medical professionals, and we cannot give you any medical advice, diagnosis or treatment. The content and services available on or through Boostr are provided to you for information purposes only and do not amount to or act as a substitute for professional medical advice, diagnosis or treatment. You should always seek the advice of a doctor if you have any questions or concerns about your mental or physical health or condition. You should never delay seeking or disregard medical advice based on any information available on or through Boostr.

- 12.5 The Apps include features that promote physical activity. You should consider the risks involved and consult with your medical professional before engaging in any physical activity. Boostr is not responsible or liable for any injuries or damages you might suffer that result from your use of, or inability to use, the content and features of the Apps.
- 12.6 You expressly agree that physical activities carry a certain inherent and significant risk of injury and damage to yourself (including death) as well property damage and that you voluntarily assume all known and unknown risks associated with the given activity even if caused in whole or part by the action, inaction or negligence of Boostr or by the action, inaction or negligence of others.
- 12.7 You expressly agree that Boostr does not assume responsibility for the inspection, supervision, preparation, or conduct of any race, contest, challenge, or group activity that utilises the services, including any that are organised by your Company.
- 12.8 You acknowledge that you have no obligation to follow any suggestions, comments, reviews or instructions received via Boostr and that if you choose to, you do so entirely at your own risk. You should not use Boostr in circumstances where it could cause distraction or danger (e.g. when driving or operating machinery) and we advise all users to be aware of their surroundings when using their devices.
- 12.9 You expressly acknowledge and agree that neither we, nor any of our directors, employees, shareholders or affiliates, have any responsibility or liability for assessing your suitability to engage in any physical or mental activity or to follow any recommendations or information available on or through Boostr.
- 12.10 You acknowledge that we have no duty to take any action regarding: what content you access via the Apps; what affect such content may have on you; how you may interpret or use such content; or what actions you may take as a result of having been exposed to such content.
- 12.11 We have no obligation to verify the identity of any individuals registering to use Boostr. We have no obligation to monitor the use of Boostr and its services by other users. As such, we disclaim all liability for identity theft or any other misuse of your identity or information.
- 12.12 We are not responsible for any loss incurred by or harm caused to you or others during your use of Boostr or the services available through it in an inappropriate place or physical environment or to the extent caused by your failure to pay due care and attention to your surroundings when using Boostr.
- 12.13 We do not guarantee any results or particular outcome to users of Boostr.

13 LIMITATION OF OUR LIABILITY

- 13.1 We are not responsible to you for any loss or damage that is not a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.

- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 13.3 We are not liable for business losses. Boostr is for domestic and private use. If you use Boostr for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.4 The information provided on Boostr is for general information only. We do not offer advice on which you should rely. Although we make reasonable efforts to update the information provided by Boostr, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 13.5 We are not liable for how a Boostr user chooses to use the services or materials available on or through Boostr outside of Boostr, including in their interactions with other Boostr users or individuals.
- 13.6 We are not responsible for events outside our control. If our provision of the services available through Boostr or support for Boostr is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 13.7 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

14 **VIRUSES**

- 14.1 We do not guarantee that Boostr will be secure or free from bugs or viruses.
- 14.2 You are responsible for configuring your information technology, device, computer programmes and platform in order to access Boostr. You should use your own virus protection software.
- 14.3 You must not misuse Boostr by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Boostr, the server on which Boostr is stored or any server, device, computer or database connected to Boostr.

15 **THIRD PARTY LINKS AND SERVICES**

- 15.1 Where Boostr contain links to information, helplines, websites and resources provided by third parties and/or allows for integration with third party apps or services (collectively

“**Third Party Services**”), we have no control over the contents of those websites or the performance of the services. Your dealings with, and interest in, third parties found on or via Boostr is solely between you and the third party with whom you are dealing. Accordingly, you use these services at your own risk and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

15.2 Your use of any Third Party Services may be subject to specific terms and conditions or privacy policies, which apply to those websites or services. Third Party Services are not subject to these Terms or any other notices published on Boostr. The inclusion of any hyperlinks to or integration functionality with Third Party Services on Boostr does not mean that we approve or endorse them. We are not responsible for any damage caused to your device or any disruption caused to your use of the App by using the Third Party Services, nor do we guarantee that such Third Party Services will function with the App.

15.3 You may link to our homepage but you must do so in a way that is legal and does not damage our reputation or take advantage of it. You must not suggest any form of association, approval or endorsement by Boostr where none exists.

16 **CORPORATE RUNNING WORLD CUP EVENT AND OTHER EVENTS, COMPETITIONS AND PROMOTIONS**

16.1 Entry into the Corporate Running World Cup and other events, competitions and promotions may be subject to additional specific terms and conditions which will be made available via the App.

16.2 You acknowledge that certain events, competitions and promotions may be restricted to certain users (for example, to only users based in certain territories) and subject to other limitations and exclusions.

17 **MISCELLANEOUS**

17.1 If we do not exercise or enforce any legal right or remedy which may be available to us, this will not be taken to be a formal waiver of our rights.

17.2 If any part of these Terms shall be unlawful or unenforceable for any reason, this shall not affect the remainder of these Terms and that part shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

17.3 If we are acquired by, or merge with, a third party, we may transfer any or all of our rights and obligations under these Terms to that third party or the newly merged entity.

17.4 All legal notices in relation to Boostr or these Terms should be given in writing and addressed to Admin@Boostr.app.

18 APPLICABLE LAW

18.1 You agree that the Apps, these Terms, and any dispute between you and us shall be governed in all respects by English law, without regard to choice of law provisions, and not by the 1980 UN Convention on Contracts for the International Sale of Goods.

18.2 Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to Boostr shall be resolved and exclusively in the competent courts of England and Wales.

19 CONTACT US

19.1 Questions, comments, complaints and requests regarding these Terms or Boostr should be sent by email to Admin@Boostr.App.

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