

FPS Booster License Agreement

1. GENERAL PROVISIONS

- 1.1. This agreement (hereinafter referred to as the "Agreement") is considered concluded from the moment the Licensee performs the acceptance actions specified in this Agreement.
- 1.2. The User is obliged to fully familiarize himself with this Agreement before starting to use the Program. The acceptance of the offer contained in this Agreement is the installation of the Program and / or payment for the use of the Program. The performance by the User of an action to accept the offer means the full and unconditional acceptance by the User of the terms of this Agreement.
- 1.3. The Licensor has the right to change the terms of the Agreement unilaterally by publishing a new version of the Agreement in the Program. The User undertakes to regularly check the content of the Program for the presence of changed conditions.

2. TERMS AND DEFINITIONS

- 2.1. Program - computer program FPS Booster, which represents a set of data and commands intended for the operation of a computer and other computer devices in order to obtain a certain result within the open functionality, exchanging data with the Server.
- 2.2. Account - the User's account, identified by the data specified during registration, available through the Site or the Program, in which the User can change the Program settings and license parameters.
- 2.3. Site - a set of integrated software, hardware and technical means, as well as information intended for publication on the Internet and displayed in a certain text, graphic or sound form at the address www.fps-booster.com
- 2.4. Server - a hardware complex consisting of several server computers, configured and administered in such a way as to ensure sufficient performance of the Program when used by the User.
- 2.5. Licensee or User - an individual who has accepted the terms of this Agreement.
- 2.6. Subscription - an automatically renewed right to use the Program in accordance with one of the Tariffs offered by the Licensor.
- 2.7. Tariff - the amount of the license fee corresponding to the scope of functionality of the Program and the period of use of the Program determined by the Licensor, specified on the Site.

3. SUBJECT OF THE AGREEMENT

- 3.1. The subject of this Agreement is the provision by the Licensor to the User of a simple non-exclusive license to use the Program in the manner and on the terms provided for in this Agreement.
- 3.2. This Agreement is applicable to all updates of the Program that are provided or made available to the User under this Agreement. However, the Licensor may charge an additional fee for obtaining a license to use updates.
- 3.3. The Program is the result of the intellectual activity of the Licensor and is protected by copyright law. The Licensor guarantees that it has all the necessary rights to grant the User the rights to use the Program under this Agreement.
- 3.4. The territory of using the Program under this Agreement is not limited.
- 3.5. The subject of the Agreement is not the sale of goods, the provision of services and the performance of works by the Licensor.
- 3.6. The Licensee undertakes to provide reliable data when using the Program, and bears all responsibility for providing false data.
- 3.7. If the User provides the Licensor with information about the e-mail address, phone number and social media accounts when using the Program, the Licensor undertakes to provide informational and promotional messages to the specified addresses about changes and improvements to the Program, about changes in the cost of use, about other products and services offered by the Licensor and its partners, about announcements of the Licensor's events.

4. SCOPE OF THE LICENSE

- 4.1. The license granted to the User includes the right to use the Program for a period of time and to the extent of open and accessible functionality provided for by the Tariff paid by the User.
- 4.2. The User is given the opportunity to change the settings of the Program, within the limits established by the Licensor.
- 4.3. The User is not entitled to:
 - 4.3.1. get access to the source code of the Program, edit and / or study the source code of the Program, open the technology of the Program.
 - 4.3.2. use the Program to commit illegal actions, including, but not limited to: copyright infringement, spam mailings, sending threats and insults, spreading false advertising, incitement to violent actions, riots, carrying out extremist or terrorist activities, participating in mass (public) activities carried out in violation of the established procedure, illegal access to computer information or its changes, disclosure of information constituting a secret specially protected by law; inducement or other involvement of minors in the commission of unlawful acts that pose a threat to their life and (or) health or to the life and (or) health of other persons, disrupt the operation of critical infrastructure facilities.
 - 4.3.3. copy, reproduce the Program or its individual elements and save the Program on a tangible medium for the purpose of transfer to third parties.
 - 4.3.4. place files of viruses and other malicious programs in the Program and/or when using the Program, distribute malicious programs when using the Program.
 - 4.3.5. attempt to circumvent the technical limitations set forth in the Program.
 - 4.3.6. publish the Program, allowing third parties to copy it.
 - 4.3.7. provide the Program for rent, lease or temporary use to third parties for the purpose of making a profit.
 - 4.3.8. publish information about the use of the Program without the written consent of the Licensor.
- 4.4. The results of using the Program by the User, including all types of data entered, or data obtained as a result of the operation of the Program, including on User devices, as well as the exclusive right to such objects, shall vest to the Licensor.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Licensor has the right:
 - 5.1.1. Verify that the Licensee complies with the terms of this Agreement, including, but not limited to, by checking the integrity of the Program files, performing diagnostics, querying event registers, running the Program in test modes, or collecting technical information about the device on which the Program is used.
 - 5.1.2. Expand and refine the functionality of the Program, update the Program without notifying Users.
 - 5.1.3. Set the cost for using the Program, including for Users who started using the Program free of charge.
 - 5.1.4. Make changes to the Tariffs without prior notice to the User. The new Tariffs do not apply to the Subscription period paid by the User before the effective date of the new Tariffs.
 - 5.1.5. Block access to the Program in case of: violation by the User of the terms of this Agreement or by decision of a court or other competent state bodies; if this Account was created by the User in addition to the Account he already has; actions or inaction of the User that can lead to the failure of the hardware and/or software of the Licensor and third parties; in case of detection of a DDoS attack directed at the Licensor's equipment or network resource; if there are suspicions that third parties have unlawfully gained access to the User's Account; if there are suspicions of the implementation or actual implementation by the User of other actions that are expressly prohibited or not provided for by the Agreement, but containing either an administrative offense or a criminal offense, or violating the rights and legitimate interests of third parties; implementation by the User of activities related to the search for vulnerabilities in computing resources owned by the Licensor or a third party, in the absence of a prior agreement with the Licensor or a third party on its conduct, as well as in the event of receiving claims regarding the use of the Program from third parties.
 - 5.1.6. Carry out incentive promotions, including by issuing promotional codes, providing Users with temporary preferential conditions for using the Program.

- 5.1.7. Suspend access to the Program or the Server for the time necessary to carry out preventive (routine) work in networks and at the Licensor's facilities.
- 5.1.8. Process personal data that has become known to the Licensor by virtue of the execution of this Agreement, namely: to collect, record, systematize, accumulate, store, clarify (update, change), use, delete (destroy), transfer (provide) to third parties for the purposes related to the exercise of rights and performance of obligations under this Agreement and for the purpose of granting by the Licensor to the User a simple non-exclusive license to use the Program in the manner and on the terms provided for in this Agreement.
- 5.2. The Licensor undertakes to:
 - 5.2.1. Grant the User a simple non-exclusive right to use the Program after paying for the license.
 - 5.2.2. Inform the User about the change in the Tariffs by e-mail and / or publication on the Site and / or in the Program.
- 5.3. The User undertakes to:
 - 5.3.1. Independently ensure the technical possibility of using the Program, including: access to the Internet; the presence on the User's computer, from which the Program is accessed, of the necessary software.
 - 5.3.2. Maintain the working capacity and proper functioning of his devices.
 - 5.3.3. Ensure the safety of the parameters of access to the Program received from the Licensor in order to protect against unauthorized access.
 - 5.3.4. Use the Program in accordance with the rules and restrictions established by this Agreement and the materials on the Site.
 - 5.3.5. Provide the Licensor with the opportunity to freely check compliance with the conditions and restrictions in the process of using the Program.
 - 5.3.6. Ensure confidentiality of access to the Account.
 - 5.3.7. Notify about the change of the contact person and other Account data.
 - 5.3.8. Independently maintain the working capacity and proper functioning of his devices.
 - 5.3.9. Upon request, provide the Licensor with the documents and information necessary for the execution of this Agreement by the Licensor.
 - 5.3.10. Regularly visit the Site and get acquainted with the official information published by the Licensor.
 - 5.3.11. Do not create more than one Account without prior agreement with the Licensor.
 - 5.3.12. In cases of transfer of personal data of third parties to the Licensor, the User guarantees that he has the authority to distribute such personal data.
- 5.4. The User has the right:
 - 5.4.1. Independently choose the Tariff from the Tariffs offered by the Licensor.
- 5.5. Cancel the Subscription and auto-renewal of the Subscription in the manner prescribed by the Agreement.
- 5.6. Timely pay the license fee in the amount and within the terms provided by the User's Tariff.
- 5.7. Use the Program at his own risk, taking into account that it is provided "as is" and does not have guaranteed protection against errors or incorrect actions in the process of using it.

6. PROCEDURE FOR TRANSFER OF RIGHTS

- 6.1. The transfer of the right to use the Program to the User is carried out by activating the Program after paying for the Subscription.
- 6.2. Transfer of the Program on the material carrier is not conducted.

7. PAYMENT PROCEDURE

- 7.1. The amount of the license fee is determined on the basis of the User's Tariff and the period of use of the Program.
- 7.2. The Licensor has the right to write off a test payment for confirmation of the User's Account.
- 7.3. The User has the right to make a regular payment for the use of the Program for any period proposed by the Licensor. To make a payment, the User only needs to indicate the bank card details without additional confirmation. By paying for the Subscription or activating a trial Subscription with the indication of the bank card details, the User agrees

to automatic debiting of funds in accordance with the selected Tariff, including through recurrent debiting (periodic direct payments) by a credit institution authorized by the Licensor. In the case of purchasing a trial Subscription, further debits after its expiration will be made at the most expensive Tariff.

- 7.4. After the expiration of the paid or trial period, funds for the next period will be debited automatically until the User cancels the Subscription.
- 7.5. The license fee is considered paid from the moment the corresponding amount of funds is received from the User to the Licensor's settlement account. The Licensor has the right to collect payment of the license fee by several deductions.
- 7.6. After the expiration of the paid period for granting rights, the Tariff is automatically paid and extended for a new period.
- 7.7. If the User does not pay the remuneration for the next period of using the Program, the Licensor has the right to automatically charge the cost of using the Program from the card specified by the User, including at a less expensive Tariff.
- 7.8. A refund of the paid funds is possible by contacting the Licensor by e-mail in the event that the Program is not working, if the lack of working capacity is detected within 48 hours from the date of payment.
- 7.9. The Licensor has the right to conduct various incentive promotions that may affect the cost of the Subscription for a particular Tariff, as well as the duration of the Subscription. Such promotions can be carried out, among other things, by issuing promotional codes (unique codes for receiving a discount). At the same time, the Tariffs themselves do not change. Discounts received by the User during such incentive promotions may be taken into account when paying for the Subscription, as well as in case of a refund for the paid period.

8. CANCELING THE SUBSCRIPTION

- 8.1. The User has the right to unilaterally cancel the Subscription by clicking the "unsubscribe" button in the Account or by contacting the Licensor by e-mail.
- 8.2. The subscription may be canceled by the User with the notification of the Licensor 12 (twelve) hours before the next debit. Other subscription cancellation restrictions and payment terms may be specified by the Licensor on the Site.
- 8.3. If the User has not used the right to use the Program, but has not notified the Licensor of the cancellation of the Subscription, the obligations of the Licensor are considered to be fulfilled in full, and the license fee paid by the User is not refunded.

9. RESPONSIBILITIES OF THE PARTIES

- 9.1. The parties to this Agreement are liable in accordance with applicable law.
- 9.2. The User assumes full responsibility for the results of his actions in the Program, as well as for the actions in the Program of third parties to whom the User has granted access to the Program. The Licensor is not responsible for the User's actions in the Program and does not guarantee the correction of the results of the User's actions.
- 9.3. The Licensor is not responsible for the inability to use the Program by the User for reasons beyond the control of the Licensor.
- 9.4. The User is responsible for the legality of using the Program, for possible claims of third parties against the User and their consequences.
- 9.5. The Licensor is not responsible for the result of using or usefulness of the Program granted under this Agreement, as well as for the quality of the User's access to the Program.
- 9.6. The User is responsible for the safety of the access parameters that provide the User's access to the Program and for losses that may be caused due to unauthorized use of his access.
- 9.7. The Licensor shall not be liable to the User for any damage, any loss of income, profits, information or savings associated with the use or inability to use the Program, including in the event of prior notice from the User of the possibility of such damage, or for any claim by a third party.
- 9.8. The Licensor does not guarantee the full functionality of the Program and the absence of errors in it. The Licensor shall not be liable for interruptions in the operation of the Program associated with software and/or hardware failures that occurred with the Licensee, as well as as a result of actions/inaction of any third parties.

10. VALIDITY OF THE CONTRACT

- 10.1. If the User violates the terms of this Agreement, the Licensor has the right to terminate the Agreement and immediately block access to the Program without any compensation. In this case, no refund of the amount of the license fee is made.
- 10.2. The Licensor has the right to refuse to fulfill obligations under this Agreement without giving reasons by sending a notification to the User.

11. DISPUTES RESOLUTION

- 11.1. All disputes and disagreements that may arise between the Parties on issues related to the execution of this Agreement will be resolved by the Parties through negotiations.
- 11.2. If the Parties have not settled the disagreements through negotiations, such disagreements are resolved by the Parties in court at the location of the Licensor.

12. FINAL PROVISIONS

- 12.1. The relations of the Parties under this Agreement are governed by the current legislation of the Russian Federation.

Licensor:

Trend Trade LLC

Address: 192 Adams St, Newton, MA 02458

Email: support@fps-booster.com.