

# FPS Booster License Agreement

## 1. GENERAL PROVISIONS

1.1. As provided by article 437 of the Civil Code of the Russian Federation ("the CCRF") this Agreement is a public offer posted by the Licensor in the public domain on the Internet and, in accordance with article 438 of the CCRF, is considered to have been made since its acceptance by the Licensee as described in this Agreement.

1.2. The parties to this Agreement ("the Agreement") are the Licensor (private entrepreneur Lyudmila Alexandrovna Panova, taxpayer ID number (INN): 665901702739, primary state registration number of the private entrepreneur (OGRNIP): 321665800117060, on the one hand, and the Licensee or the User (a legally capable individual recognized as a participant in civil relations in accordance with the legislation of the Russian Federation, which has accepted the terms of this Agreement).

1.3. This Agreement is made in Moscow.

1.4. The User has an obligation to read and understand this Agreement before activating the Account, paying for the license and downloading the Software. The offer contained in this Agreement is considered accepted upon activation of the Account, or payment of the license, or downloading the Software. If the User accepts the offer, it means that the User accepts the terms of this Agreement on a full and unqualified basis.

1.5. The Licensor has the right to change the terms of the Agreement on a unilateral basis by publishing a new version of the Agreement on the Website. The User undertakes to check the content of the Website for amendments to the terms on a regular basis.

## 2. TERMS AND DEFINITIONS

2.1. Account means a User account which includes data specified during registration and available through the Website or the Software, in which the User can change Software settings and license parameters.

2.2. Website means a set of integrated software, hardware, technical means and information intended for publication on the Internet and displayed as certain texts, graphics or audio materials at <https://fps-booster.com>.

2.3. Software means a computer program for FPS Booster computer, available for download on the Website and which is a collection of data and commands used to operate computers and other computer devices in order to produce a certain result within the open functionality.

2.4. Subscription means the purchase by the User of the right to use the Software by paying the license fee under any of the Price Plans offered by the Licensor.

2.5. Licensor's Server (Server) means a hardware complex consisting of several server computers, configured and administered in such a way as to ensure sufficient performance of the Software when used by the User.

2.6. Price Plan means the license fee determined by the Licensor in proportion to the Software's functionality and the period of use of the Software. All Price Plans available to the User are specified in Appendix No. 1 to the Agreement.

2.7. Licensor's email: [support@fps-booster.com](mailto:support@fps-booster.com).

User's e-mail: the email specified during registration of the Account. Each of the Parties undertakes to provide access to its own e-mail by own efforts to receive the necessary notices under this Agreement.

### 3. SUBJECT OF THE AGREEMENT

3.1. The Licensor grants the User a simple non-exclusive license to use the Software under this Agreement in the manner and on the terms provided for in this Agreement.

3.2. This Agreement is applicable to all updates of the Software that are transmitted or made available to the User under this Agreement. The Licensor has the right to charge an additional fee for a license to use updates.

3.3. The Software is Licensor's intellectual activity and is protected by copyright laws of the Russian Federation. The Licensor guarantees that it has all necessary rights to grant the rights to use the Software to the User under this Agreement.

3.4. The territory on which the Software may be used under this Agreement is not limited.

3.5. The Licensor does not sell any goods, provide any services or perform any work under this Agreement.

3.6. The Licensee undertakes to provide reliable data during registration and when using the Software, and is solely responsible for any inaccurate data provided.

3.7. If the User provides its email address and accounts in social networks to the Licensor when using the Software, the Licensor has the right to send to such e-mails and accounts the information and advertisement messages about updates and improvements to the Software, changes in the cost of use, other products and services offered by the Licensor and its partners, announcements of the Licensor's events.

3.8. By installing the software, the Licensee agrees to download and install additional CCleaner software available for download on the developer's website (<https://www.ccleaner.com/ru-ru>) to ensure the best computer performance.

### 4. LICENSE SCOPE

4.1. The simple non-exclusive right to use the Software under this Agreement includes the User's right to use the Software for a period of time and to the extent of open and available functionality provided for by the Price Plan paid by the User.

4.1.1. The User may change Software settings to the extent available to the User in the Account.

4.2. The User may not:

4.2.1. gain access to, edit and/or study the source code of the Software, reverse engineer the Software;

4.2.2. use the Software to commit illegal actions, including but not limited to, copyright infringement, spamming, sending threats and insults, distributing false advertisements, calling for violent actions, unauthorized access to computer information or its updates;

4.2.3. copy, reproduce the Software or its individual elements and save the Software on a tangible medium in order to transfer it to third parties;

4.2.4. place viruses and other malicious software in the Software and/or using the Software, distribute malicious software using the Software;

- 4.2.5. try to circumvent the technical limitations set in the Software;
  - 4.2.6. publish the Software and allow third parties to copy it;
  - 4.2.7. rent, lease the Software, or provide it for temporary use to third parties for the purpose of making profit;
  - 4.2.8. publish information about any use of the Software without the written consent of the Licensor.
- 4.3. The results of the use of the Software by the User, including all types of data entered or obtained as a result of Software operation, and the exclusive right to such items, are owned by the Licensor.

## 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 5.1. The Licensor may:

- 5.1.1. Expand and finalize the functionality of the Software without consent of the User, update the Software;
- 5.1.2. Make changes to the Price Plans without the prior consent of the User. New Price Plans do not apply to the Subscription paid by the User prior to the effective date of new Price Plans. New Price Plans do not tacitly apply to the User who subscribed before the new Price Plans took effect;
- 5.1.3. Block access to the Software if the User fails to meet the terms of this Agreement or by order of a court or other competent public authorities, and in case any claims concerning the use of the Software are received from third parties;
- 5.1.4. Delete information posted by the User using the Software if it fails to meet the requirements of applicable law or the terms of the Agreement, and at the request of third parties claiming that the information posted by the User infringe their rights;
- 5.1.5. Conduct promotional events, in particular, by issuing promotional codes and providing Users with temporal discounts that do not change the existing Price Plans.

### 5.2. The Licensor undertakes to:

- 5.2.1. Grant the User a simple non-exclusive right to use the Software after the license is paid;
- 5.2.2. Inform the User about changes in the Price Plans by e-mail and/or publication on the Website and/or in the Software.

### 5.3. The User may:

- 5.3.1. Gain a simple non-exclusive right to use the Software after the license is paid;
- 5.3.2. Choose a Price Plan at its own discretion from the Price Plans offered by the Licensor;
- 5.3.3. Cancel the Subscription and tacit renewal of the Subscription in the manner prescribed by the Agreement;
- 5.3.4. Pay the license fee in due time in the amount and within the period stipulated by the Price Plan chosen by the User.

### 5.4. The User undertakes to:

- 5.4.1. Provide the technical possibility of using the Software by own efforts, including:
  - Internet access;

– software installed on the User's computer and needed to access the Software, including but not limited to, the software listed in Appendix No.2 to this Agreement.

5.4.2. Keep Software access parameters received from the Licensor in order to protect the Software against unauthorized access.

## 6. TRANSFER OF RIGHTS

6.1. A simple non-exclusive right to use the Software is transferred to the User no later than twenty-four (24) hours from the time the User pays the license fee, by providing the User with access to the User's Account by e-mail or by automatically configuring the Account by the Licensor. The simple non-exclusive right to use the Software is considered transferred by the Licensor and gained by the User from the time the User gains access to the Account or the Account settings are changed.

6.2. The Software is not transferred on tangible media.

## 7. PAYMENT

7.1. All payments of the Parties under this Agreement are made in rubles of the Russian Federation. The license fee is not subject to VAT since the Licensor uses the simplified tax system.

7.2. The license fee is determined on the basis of the User's Price Plan and the period of use of the Software.

7.3. The User has the right to make a regular payment for the use of the Software for any period offered by the Licensor. To make a payment, the User just needs to specify the bank card details without any additional confirmation.

7.4. The User makes payments specified in the Price Plan in any proposed way. The Licensor has the right to automatically withdraw the payment without any additional confirmation from the User.

7.5. The license fee is considered paid from the time the relevant funds from the User are credited to the Licensor's current account. The Licensor has the right to withdraw the license fee in installments.

7.6. Upon expiration of the paid subscription period, the Price Plan is tacitly paid and renewed for a new period.

7.7. If the User fails to pay a fee for the next subscription period, the Licensor has the right to tacitly withdraw the cost of using the Software from the card specified by the User and withdraw the cost of using the Program under a cheaper Price Plan.

7.8. The payment made may be refunded upon request to the Licensor by e-mail in case of a Software failure, if such failure was detected within 48 hours from the date of payment.

7.9. The Licensor has the right to conduct various promotional campaigns that may affect the cost of the Subscription under a particular Price Plan and duration of the Subscription. Such promotions can be carried out, inter alia, by issuing promotional codes (unique discount codes) but the Prices themselves do not change. Discounts received by the User during such promotional campaigns can be counted towards the Subscription fee and a refund for the paid period.

## 8. CANCELLATION OF SUBSCRIPTION

8.1. The User has the right to unilaterally unsubscribe from the Subscription by clicking the *Cancel/Renewal* button on the Website in the Account or by contacting the Licensor by e-mail.

8.2. The User can cancel the Subscription 24 hours after subscribing. The Licensor may specify other restrictions on subscription cancellation and payment terms on the Website.

8.3. If the User neither used the simple non-exclusive right transferred by the Licensor during the respective period nor notified the Licensor about Subscription cancellation, the Licensor's obligation

to transfer the non-exclusive right is considered fully fulfilled, and the license fee paid by the User is not refunded.

## 9. LIABILITY OF THE PARTIES

9.1. The parties to this Agreement are liable in accordance with applicable legislation of the Russian Federation.

9.2. The User assumes full responsibility for the results of its actions in the Software and for actions of third parties in the Software, to which the User has provided access to the Software, including but not limited to, setting up the Software, handling data and templates. The Licensor is not responsible for User's actions in the Software and does not guarantee to correct the results of User's actions.

9.3. The Licensor is not responsible for situations when it becomes impossible for the User to use the Software for reasons beyond control of the Licensor.

9.4. The Licensor is not responsible for the information (texts, graphics, multimedia and other formats) posted by the User by means of the Software.

9.5. The User is responsible for compliance with laws when using the Software and for potential claims of third parties to the User and their consequences.

9.6. The Licensor is not responsible for the result of use or usefulness of rights to use the Software granted under this Agreement and the quality of User's access to the Software.

9.7. The User is responsible for keeping access parameters that provide the User with access to the Software and for losses that may be caused due to unauthorized use of its access.

9.8. The Licensor is not liable to the User for any damage, any loss of income, profit, information or savings as a result of any use or inability to use the Software, in particular, even if the User has sent a prior notice of the possibility of such damage, or any claim laid by a third party.

9.9. The Licensor does not guarantee that the Software is fully functional and free from errors. The Licensor is not responsible for Software outages due to Licensee's software and/or hardware failures and as a result of actions / inaction of any third parties.

9.10. The Licensor's liability is limited to the license fee amount withdrawn the last time.

## 10. AGREEMENT TERM

10.1. If the User fails to meet the terms of this Agreement, the Licensor has the right to terminate the Agreement and immediately block access to the Software. In this case, the license fee is not refunded.

10.2. The Licensor has the right to refuse to fulfill obligations under this Agreement without a clear reason by sending a notice to the User no later than one (1) day before the scheduled date of Agreement termination.

## 11. SETTLEMENT OF DISPUTES

11.1. All disputes and disagreements that may arise between the Parties concerning the implementation of this Agreement will be resolved by the Parties through negotiations.

11.2. If the Parties fail to settle the disagreements through negotiations, such disagreements are resolved by the Parties in court at the location of the Licensor.

## 12. FINAL PROVISIONS

12.1. All matters not covered by this Agreement are governed by applicable legislation of the Russian Federation.

12.2. The User agrees to receive additional information and newsletters from the Licensor to the address and phone number specified during registration on the Website. Information and newsletters may contain information about updates and improvements to the Software, changes in Price Plans, other products and services offered by the Licensor, advertisements of the Licensor's field-specific activities.

12.3. The User has read, understood and accepts the Privacy Policy posted at <https://fps-booster.com/ru/policy>.

Licensor: private entrepreneur Lyudmila Alexandrovna Panova, taxpayer ID number (INN): 665901702739, primary state registration number of the private entrepreneur (OGRNIP): 321665800117060

## Appendix No.1 to FPS Booster License Agreement

### Price Plans and Payment Terms:

Number of days	Subscription cost (RUB)
5	45
10	100
30	200
70	400
15	$100 + 45 = 145$
35	$200 + 45 = 245$
75	$400 + 45 = 445$

These are basic rates, and the Licensor has the right to offer Users other Prices and subscription terms by posting updated terms on the Website.

The Licensor has the right to withdraw a test payment in the amount of forty five (45) rubles or another amount specified on the Website.

By paying for the Subscription or activating a trial Subscription using a bank card, the User agrees to automatic withdrawal of funds specified in the selected Price Plan, in particular, through recurrent withdrawals (regular direct payments) by a banking institution authorized by the Licensor.

If a trial Subscription is purchased, then after its expiration the funds will be debited at the most expensive Price.

Upon expiration of a paid or trial period, funds for the next period will be tacitly debited until the User cancels the Subscription. The next attempt to withdraw funds will be made by the Licensor zero (0) to seventy two (72) hours after the subscription expires.

If the funds on the User's card account are insufficient, the Licensor will tacitly switch the User to a cheaper Price Plan and withdraw funds provided for the new Price Plan.