

# iConsults Terms

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## Terms of Service

The terms below (“Terms”) are applicable to your participation in consulting engagements (the “Consultations”) offered by iConsults. By taking any step to participate in the Consultations, directly or on behalf of another, you agree to the Terms stated below.

Please read them carefully.

To participate in the Consultations, you will be required to:

- Submit your name, email address and cell phone number which will be used for effectively facilitating the consulting engagement.
- Be at least age 18 and the age of majority in your jurisdiction of residence to participate.
- Comply with all applicable laws, rules, and regulations in connection with your participation in the Consultations.
- Not engage in behavior that iConsults deems inappropriate, threatening, illegal, or that is intended to annoy, abuse, or harass any other person or entity, participate in self-dealing, undermine the integrity or intent of the Consultations in any way, or violate any provision in these Terms.

The Consultations will be offered monthly from your initial subscription, and auto renew each month until you terminate the subscription. If the Consultations is at capacity, you will receive notification that you are not able to participate in the Consultations.

You may cancel at any time by notifying iConsults via the Contact form or send an email to [hi@iboost.digital](mailto:hi@iboost.digital).

All cancellations are final and consultations are terminated on the first day the month immediately following the recipient’s monthly consulting period. Any remaining consulting engagement service is non-refundable. iConsults may withdraw you from the Consultations if circumstances arise that warrant doing so, as determined in iConsults’ sole discretion. Unless your participation is terminated for violation of these terms of iConsults’ Service, your subscription will automatically renew at the end of one month, for successive months until you terminate your subscription.

iConsults reserves the right to cancel, suspend, or modify all or part of these Consultations at any time without notice, for any or no reason in its sole discretion, and without any liability or obligation to you, by communicating a change through the same channels used in advertising the Consultations, such as the email address you provided.

If you breach any of these Terms, your participation is VOID and terminated. iConsults may use the data you submit in connection with your participation in the Consultations in order to administer the Consultations and to communicate with you. You acknowledge and explicitly consent to the use of your

information, including, without limitation, personal information, for purposes of administering these Consultations and receiving communications from iConsults.

To the maximum extent allowed under applicable law, all benefits under the Consultations are provided “AS IS” with no warranty, representation, or guarantee, express or implied, in fact, custom, or law, whether now known or later enacted, made by iConsults or its officers, directors, members, managers, agents or representatives (collectively, “Released Parties”). Any alleged or actual ambiguity or discrepancy related to the Consultations will be resolved by iConsults in its sole discretion.

AS A CONDITION OF PARTICIPATING IN THE CONSULTATIONS, YOU AGREE TO RELEASE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY THE RELEASED PARTIES, FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH YOUR PARTICIPATION IN THE CONSULTATIONS. THIS RELEASE DOES NOT APPLY TO INJURY CAUSED BY THE NEGLIGENCE OF ICONSULTS.

Released Parties will have no liability for unauthorized intervention in any part of the application process or technical or human error of any kind that may occur in the administration of the Consultations.

YOU UNDERSTAND AND AGREE THAT, EXCEPT WHERE PROHIBITED BY LAW, THESE TERMS ARE A COMPLETE RELEASE AND DISCHARGE OF ALL OF YOUR CLAIMS AND RIGHTS AGAINST THE RELEASED PARTIES AND THAT NO ACTION WILL BE TAKEN BY OR ON BEHALF OF YOU WITH RESPECT OF ANY SUCH RIGHTS.

You understand that any waiver of any provision of these Terms in a particular instance will not be a waiver of such term in the future. You agree that the invalidity or unenforceability of any part of the Terms will in no way affect the validity or enforceability of any other part of the Terms. You agree that these Terms constitute the entire agreement between iConsults and you regarding the Consultations.

## Terms of Use

These Terms of Use (“TOU”) are a contractual agreement between you and iConsults, an iBoost.Digital website platform that outlines your access to and use of <https://consult.iboost.digital> (the “Site”), related media and printed and electronic documentation, updates (as defined below), and support services associated with the Site (all collectively, the “iConsults' Service”).

Your access to and use of the iConsults' Service is conditioned on your acceptance of the TOU and iConsults' [Privacy Policy](https://consult.iboost.digital/wp-content/uploads/2024/11/iConsults-Privacy-Policy.pdf) as described in (<https://consult.iboost.digital/wp-content/uploads/2024/11/iConsults-Privacy-Policy.pdf>) and any additional terms that may be provided or presented to you when you use certain features of the iConsults' Service, all of which are incorporated in the TOU by this reference.

THESE TERMS CONTAIN A DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY IN SECTIONS 14 AND 15. PLEASE REVIEW THESE SECTIONS CAREFULLY PRIOR TO ACCEPTING THE TOU.

PLEASE REVIEW THE TOU CAREFULLY. BY CLICKING “I AGREE”, MAKING A PURCHASE THROUGH THE ICONSULT’S SERVICE, REGISTERING FOR AN ACCOUNT, OR OTHERWISE ACCESSING OR USING THE ICONSULT’S SERVICE, YOU AGREE TO BE BOUND BY THE TOU, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE TO BE BOUND BY THE TOU, DO NOT ACCESS OR USE THE ICONSULT’S SERVICE, MAKE A PURCHASE THROUGH THE ICONSULT’S SERVICE, OR CLICK TO INDICATE THAT YOU AGREE TO THE TOU. UNLESS YOU RESIDE IN THE EUROPEAN UNION, WITH LIMITED EXCEPTION, THE TOU REQUIRES BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE TOU OR YOUR ACCESS TO OR USE OF THE ICONSULT’S SERVICE, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY, OR INTERPRETATION OF THE TOU (EACH, A “CLAIM”), AND YOU AGREE THAT ANY SUCH CLAIM SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. PLEASE REVIEW SECTION 20 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

You represent and warrant that you are:

- (i) over 18 years of age or the age of majority in your jurisdiction, whichever is greater;
- (ii) of legal age to form a binding contract; and
- (iii) not a person barred from using the iConsults' Service under the laws of your country of residence or any other applicable jurisdiction.

This iConsults' Service is designed only for individual recreational use, personal research and information sharing.

## **1. Access; Grant of Rights; Ownership**

(a) You may need to use or obtain additional products or iConsults' Services in order to use or access the iConsults' Service, such as a mobile device, internet access, and a data connection. You must obtain or use these products or iConsults' Services separately.

(b) iConsults grants you a limited, non-exclusive, non-transferable, non-sub licensable, revocable license, to access and use the iConsults' Service for your personal, non-commercial use only.

(c) iConsults makes available certain Web Pages for access to and use of certain components of the iConsults' Service ("Web Pages"). Subject to your compliance in all material respects with the terms and conditions of the TOU, iConsults grants you a limited, non-exclusive, non-transferable, non-sub licensable, revocable license, access, use and view the Web Pages on a personal device that you own and control, in executable, machine-readable, object code form only, solely for your personal, non-commercial purposes in connection with your use of the iConsults' Services. You acknowledge and agree that the Web Pages and its contents are licensed, not sold, to you for use only under the terms and conditions of the TOU.

(d) Upon payment of the applicable fees (and taxes, if applicable) iConsults grants you a limited, personal, non-exclusive, non-transferable, non-sub licensable, revocable license, to access and view iConsults content an unlimited number of times through the Web Pages.

(e) All rights granted to you under this TOU are subject to your compliance with the TOU in all material respects. Your access to and use of the iConsults' Service must further comply in all material respects with any usage guidelines posted by iConsults.

## **2. Account Registration**

(a) You may use the iConsults' Service without creating an account, but some features may not be accessible unless you register. When you create an account, you agree to:

(i) provide true, accurate, current and complete information about yourself as prompted by the iConsults' Service's registration form (the "Account Data"); and

(ii) maintain and promptly update the Account Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or iConsults reasonably suspects that you have done so, or if you otherwise fail to comply with any term of this TOU, iConsults may suspend or terminate your account in its sole discretion.

(b) You are fully responsible for all activities that occur under your account. You may not share your account or password with anyone. You agree to notify iConsults immediately at [hi@iboost.digital](mailto:hi@iboost.digital) of any unauthorized use of your account or password or any other similar breach of security.

## **3. Fees**

(a) You are solely responsible for any data, usage, and other charges assessed by mobile, cable, internet, or other communications iConsults' Services providers for your access to and use of the iConsults'

Service. Some features of the iConsults' Service (such as the Site) are free to use, but fees may apply for access to some Web Pages, Consultationss, and other tools offered. If there is a fee listed for any portion of the iConsults' Service, by accessing or using that portion, you agree to pay the fee.

(b) If you make a purchase on the Web Pages, the applicable fee will be processed in your local currency through either PayPal (<https://paypal.com>) or Stripe (<https://stripe.com>). The payment processor PayPal or Stripe collects the applicable fee from you on your preferred method of payment. iConsults relies on Paypal or Stripe to collect fees and to report on the status of accounts. Your access to the iConsults' Service may be suspended or terminated if you do not make payment on time or in full.

(c) No refunds are offered on any purchase made for the iConsults' Service.

#### **4. Responsibility for Content**

(a) You acknowledge and agree that all information, data, user comments, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags, and other materials accessible through the iConsults' Service, whether publicly posted or privately transmitted (collectively, "Content"), are the sole responsibility of the person from whom such Content originated. iConsults does not control and is not liable for User Content. This means that you, and not iConsults, are entirely responsible for all Content that you upload, post, email, transmit, or otherwise make available through the iConsults' Service ("Your Content"), and other users of the iConsults' Service, and not iConsults, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the iConsults' Service ("User Content"). You may not make any representations that Your Content is endorsed in any way by iConsults.

(b) You acknowledge and agree that iConsults has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although iConsults reserves the right in its sole discretion to pre-screen, refuse, or remove any Content. Without limiting the generality of the foregoing sentence, iConsults have in its sole discretion, the right to remove any Content that violates the TOU or that it deems objectionable at any time.

(c) To the extent that you submit any Content, you represent and warrant that:

(i) you have all necessary right and authority to grant the rights set forth in the TOU with respect to Your Content; and

(ii) Your Content does not violate any copyright, trademark, right of privacy, right of publicity, or any other right of any other party.

#### **5. Electronic Communications**

(a) The iConsults' Service may provide you with the ability to send or post messages to forums or chat rooms, speak via internet voice connections, or send similar messages and communications to third party iConsults' Service providers, advertisers, your personal contacts, other Users, and iConsults. You agree to use communication methods available on the iConsults' Service only to send communications and materials related to the subject matter for which iConsults provided the communication method,

and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by this TOU and applicable law (including laws regulating direct marketing communications with which you will need to comply with, as applicable).

(b) By using communications methods available on the iConsults' Service, you agree that

(i) all communications methods constitute public, and not private, means of communication between you and the other party or parties,

(ii) communications sent to or received from third party iConsults' Service providers, advertisers, or other third parties are not be endorsed, sponsored, or approved by iConsults (unless expressly stated otherwise by iConsults), and

(iii) communications are not routinely pre-reviewed, post-reviewed, screened, archived, or otherwise monitored by iConsults in any manner, though iConsults reserves the right to do so at any time at its sole discretion.

(c) You agree that all notices, disclosures, and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

## **6. Rights to Content; Copyright and Trademark Notice**

(a) iConsults does not claim ownership of Your Content. However, you grant iConsults and its iConsults' Service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sub licensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, and have made Your Content (in any form and any medium, whether now known or later developed) in connection with the iConsults' Service or iConsults. You acknowledge and agree that the technical processing and transmission of data associated with the iConsults' Service, including Your Content, may require:

(i) transmissions over various networks; and

(ii) changes to conform and adapt to technical requirements of connecting networks or devices.

(b) Except with respect to Your Content, you acknowledge and agree that iConsults and its licensors own all rights, title, and interest (including, but not limited to, all intellectual property rights) in the iConsults' Service and all Content and other materials within the iConsults' Service. iConsults reserves all rights not expressly granted to you.

(c) Except with respect to Your Content, you may not:

(i) download or copy any aspect of the iConsults' Service, except the Web Page as expressly permitted in Section 3;

(ii) attempt to work around, disable, bypass, modify, or defeat any technical limitations in the iConsults' Service or to use the iConsults' Service in an attempt to, or in conjunction with any device, Consultations or iConsults' Service designed to circumvent any security features or any technical measures employed to control access to, or the rights in, a Content, file, or other work;

- (iii) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer, or otherwise grant rights to the iConsults' Service, except as expressly permitted under the TOU;
- (iv) except as expressly permitted by applicable law, reverse engineer, disassemble, de-compile or translate, or otherwise attempt to derive the source code, architectural framework, or data records of, any software within or associated with the iConsults' Service;
- (v) frame or utilize any framing technique to enclose any Content;
- (vi) access the iConsults' Service for the purpose of developing, marketing, selling or distributing any product or iConsults' Service that competes with or includes features substantially similar to the iConsults' Service or any products or iConsults' Services offered by iConsults;
- (vii) rent, lease, lend, sell, or sublicense the iConsults' Service or otherwise provide access to the iConsults' Service as part of a service bureau or similar fee-for-service purpose;
- (viii) attempt to probe, scan, or test the vulnerability of the iConsults' Service to breach any security or authentication measures;
- (ix) tamper or interfere with the proper functioning of the iConsults' Service; or
- (x) remove or obscure any proprietary notice that appears within the iConsults' Service.

## **7. User Conduct**

In connection with your access to or use of the iConsults' Service, you shall not:

- (a) upload, post, email, transmit or otherwise make available any Content that:
  - (i) is illegal, harmful, threatening, abusive, harassing, deceptive, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable (as determined iConsults' sole discretion);
  - (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement);
  - (iii) infringes any patent, trademark, trade secret, copyright, or other proprietary right of any party;
  - (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages, or any other form of solicitation;
  - (v) contains software viruses or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any software or hardware; or
  - (vi) consists of information that you know or have reason to know is false or inaccurate or malicious.

- (b) impersonate any person or entity, including, but not limited to, iConsults' personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the iConsults' Service;
- (d) act in a manner that negatively affects the ability of other users to access or use the iConsults' Service;
- (e) take any action that imposes an unreasonable or disproportionately heavy load on the iConsults' Service or its infrastructure;
- (f) interfere with or disrupt the iConsults' Service or servers or networks connected to the iConsults' Service, or disobey any requirements, procedures, policies or regulations of networks connected to the iConsults' Service;
- (g) use spiders, crawlers, robots, scrapers, automated tools, or any other similar means to access the iConsults' Service or substantially download, reproduce or archive any portion of the iConsults' Service;
- (h) sell, share, transfer, trade, loan, or exploit for any commercial purpose any portion of the iConsults' Service, including, but not limited to, your user account and password;
- (i) causes damage to iConsults' business, reputation, platforms, consultants, facilities, or to any other person or legal entity; or
- (j) violate any applicable local, state, national, or international law or regulation.

## **8. User Interaction in Communities**

The iConsults' Services functions as a venue to connect Users in a virtual information place. As a neutral facilitator, iConsults is not directly involved in the actual interactions between Users of the iConsults' Service. As a result, iConsults has no control over the truth, accuracy, quality, legality, or safety of Content posted by Users of the iConsults' Service. iConsults shall have no responsibility to confirm the identity of Users nor to confirm or verify the qualifications, background, or abilities of Users of the iConsults' Service. You shall at all time exercise common sense and good judgment when dealing with any User of the iConsults' Service and any Content.

## **9. Suggestions**

If you elect to provide or make available to iConsults any suggestions, comments, ideas, improvements, or other feedback relating to the iConsults' Service ("Suggestions"), iConsults shall be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer, or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit, compensation, or liability to you.



## **10. Links and External Materials**

The iConsults' Service or users of the iConsults' Service may provide links or references to other websites or resources. You acknowledge and agree that iConsults does not endorse and is not responsible for any Content, advertising, products, iConsults' Services or other materials on or available through such sites or resources ("External Materials"). These sites are subject to different terms of use and privacy policies, which you are responsible for reviewing.

YOU ACKNOWLEDGE AND AGREE THAT ICONSULTS SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM OR ARISING OUT OF USE OF OR RELIANCE ON ANY EXTERNAL MATERIALS.

Third party products and iConsults' Services made available on the iConsults' Service are made and offered directly by the applicable third party. When you pursue or purchase any such product or iConsults' Service, you acknowledge that you are contracting directly with such third party and not with iConsults. Your interaction with, or participation in promotions of, third parties found on or through the iConsults' Service, including payment and delivery of goods or iConsults' Services, and any other terms, are solely between you and such third party. You are not obligated to use or transact business with any third party that appears on the iConsults' Services.

YOU ACKNOWLEDGE AND AGREE THAT ICONSULTS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY ICONSULTS' SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE ICONSULTS' SERVICE.

## **11. Modifications to the iConsults' Service; Updates**

(a) iConsults reserves the right at any time to modify, suspend, or discontinue the iConsults' Service (or any portion thereof) with or without notice, and iConsults shall not be liable to you or to any third party for any such modification, suspension, or discontinuance.

(b) iConsults may at its sole discretion from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the iConsults' Service ("Updates"). iConsults may develop Updates that require certain actions from you before you continue to access or use the iConsults' Service. Updates may also be automatically installed without providing any additional notice to you or receiving any additional consent from you. The manner in which Updates may be automatically downloaded and installed is determined by settings on your device and its operating system.

## **12. Changes to the TOU**

iConsults reserves the right to change the TOU at any time upon notice to you. iConsults may give notice by making the updated TOU available in the iConsults' Service or by any other reasonable means. You can access and review the most current version of the TOU at any time at <https://consult.iboost.digital/wp-content/uploads/2024/11/iConsults-Terms.pdf>. The updated TOU are binding on you as of the next date that you use the iConsults' Service after the date of updated TOU. If you do not agree to the updated TOU, you must stop using the iConsults' Service. Your continued use

of the iConsults' Service after the effective date posted at the top of the TOU will constitute your acceptance of the updated TOU.

### **13. Indemnification**

You will indemnify and hold iConsults and its affiliates, and each of their officers, directors, consultants, agents, partners, and licensors harmless from and against any claim, demand, loss, damage, cost, liability, and expense, including, but not limited to, reasonable solicitor fees, resulting from or arising out of your:

- (a) access to or use of the iConsults' Service;
- (b) violation of the TOU, Privacy Policy, or any law or regulation; or
- (c) violation of any rights of another party, including but not limited to your use of the iConsults' Service to infringe the intellectual property rights of another party.

### **14. Disclaimer of Warranties**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE ICONSULTS' SERVICE IS AT YOUR SOLE RISK, THE ICONSULTS' SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND ICONSULTS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.

(b) ICONSULTS MAKES NO WARRANTY AND PROVIDES NO CONDITIONS THAT:

- (i) THE ICONSULTS' SERVICE WILL MEET YOUR REQUIREMENTS;
- (ii) ACCESS TO THE ICONSULTS' SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR
- (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE ICONSULTS' SERVICE WILL BE ACCURATE, RELIABLE, CURRENT, OR COMPLETE.

(c) ICONSULTS DISCLAIMS ALL LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY LAW FOR ALL CONTENT MADE AVAILABLE UNDER "USER COMMENTS" IN THE WEB PAGES AND MAKES NO REPRESENTATIONS WITH RESPECT TO THE ACCURACY, SAFETY, OR LEGALITY OF SUCH CONTENT.

## **15. Limitation of Liability and Time Limitation on Claims**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT ICONSULTS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF ICONSULTS HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ICONSULTS' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOU OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE ICONSULTS' SERVICE EXCEED THE GREATER OF SIXTY GREAT BRITAIN POUNDS (60 GBP) OR THE AMOUNT PAID BY YOU TO ICONSULTS FOR ACCESS TO THE ICONSULTS' SERVICE (OR PORTION THEREOF) AT ISSUE WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ICONSULTS' SERVICE MAY INVOLVE KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PROPERTY DAMAGE, BODILY INJURY, OR DEATH, INCLUDING, BUT NOT LIMITED TO, RISKS THAT MAY ARISE FROM THE ACTS OF OTHERS AND OTHER RISKS BEYOND THE CONTROL OF ICONSULTS. YOU ASSUME ALL SUCH RISKS AND ALL RELATED DAMAGES AND LOSSES, WHETHER CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ICONSULTS. YOU VOLUNTARILY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS ICONSULTS FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR PROPERTY DAMAGE, BODILY INJURY, WRONGFUL DEATH, LOSS OF ICONSULTS' SERVICE, OR OTHER CLAIMS ARISING FROM OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE ICONSULTS' SERVICE. THE LIMITATION OF LIABILITY SET OUT IN THIS SECTION 17 DOES NOT APPLY TO LIABILITY RESULTING FROM ICONSULTS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) You agree that any claim you may have arising out of or related to your relationship with iConsults and this TOU must be filed within one year after such claim arose; otherwise, your claim is permanently barred. This provision does not apply if you are based in the European Union in which case time limitations shall be determined in accordance with governing law for EU Users.

## **16. Important Consumer Notice**

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DAMAGE LIMITATIONS SUCH AS THE LIMITATION OF LOSS OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN SECTIONS 16 OR 17 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED. IF YOU LIVE OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF

ANY LIMITATION IS NOT PERMITTED, THE EXCLUSIONS IN SECTION 16 OR 17 MAY NOT APPLY TO YOU.

## **17. Independent Remedies**

The exclusion of damages under Section 17 is independent of your exclusive remedy in Section 17 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each if the limitations of liability in Section 17 apply without regard to whether loss, liability, or damage arise from

- (a) breach of contract,
- (b) breach of warranty,
- (c) fault or tort, including negligence and misrepresentation,
- (d) strict liability, or
- (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

## **18. Termination and Survival**

In the event that you violate the TOU:

- (a) all rights granted to you under the TOU shall terminate immediately, with or without notice;
- (b) you must immediately cease using the iConsults' Service; and
- (c) iConsults, in its sole discretion, may remove and discard Your Content. Upon termination of the TOU, all rights granted to you under the TOU shall immediately terminate, but all other provisions shall survive termination.

## **19. Governing Law**

The TOU shall be governed by and construed and enforced in accordance with the United Kingdom Consumer Rights Act 2015 (CRA), without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the TOU.

## **20. Binding Arbitration and Class Action Waiver**

- (a) ALL CLAIMS SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY OR YOU MAY OPT OUT AS SPECIFIED IN THIS SECTION. THERE IS NO

## JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

(b) The arbitration will be conducted by the London Court of International Arbitration (LCIA) under its then- applicable rules, including (as appropriate) its Supplementary Procedures for Consumer-Related Disputes. The LCIA's rules are available at <https://www.lcia.org/>. Payment of all filing, administration and arbitrator fees will be governed by the LCIA's rules, except that iConsults will pay all arbitration administrative or filing fees, including the arbitrator fees (other than arbitrator fees up to the amount of the then-applicable fee for filing a civil action in national court in the area where you live in any dispute where you assert a claim against iConsults, unless you demonstrate to the arbitrator that you would be entitled to file that civil action in national court without payment of the then-applicable fee).

The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that the hearing will be conducted in London, United Kingdom. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

(c) WE EACH AGREE THAT ALL CLAIMS WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR ARBITRATION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN THE UNITED KINGDOM COURT AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENCES, OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

(d) Notwithstanding anything to the contrary, you and iConsults may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

(e) You have the right to opt out and not be bound by the arbitration- and class-action-waiver provisions set forth in this Section by sending written notice of your decision to opt out to the following address: [hi@iboost.digital](mailto:hi@iboost.digital). The notice must be sent within 30 days of registering to use the iConsults' Service; otherwise, you shall be bound to arbitrate disputes in accordance with this TOU. If you opt out of these arbitration provisions, iConsults also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, iConsults may, in its sole discretion, terminate your use of the iConsults' Service.

## **21. No Third-Party Beneficiaries**

You agree that, except as otherwise expressly provided in the TOU under Section 27, there shall be no third-party beneficiaries to the TOU.

## **22. Procedure for Making Claims of Copyright Infringement (DMCA Policy)**

If you believe that your work has been made available through the iConsults' Service in a way that constitutes copyright infringement, you must contact iConsults at [hi@iboost.digital](mailto:hi@iboost.digital) for Notice of Copyright Claims the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (c) a description of the material that you claim is infringing and link to where that material may be accessed within the iConsults' Service;
- (d) your address, telephone number and email address;
- (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

iConsults may, in appropriate circumstances, disable or terminate the accounts of Users who may be repeat infringers. This process does not limit iConsults' ability to pursue any other remedies it may have to address suspected infringement. Notwithstanding the foregoing, iConsults does not guarantee any action based upon the receipt of your notice. ALL NOTICES THAT DO NOT COMPLY WITH THE ABOVE REQUIREMENTS WILL RECEIVE NO RESPONSE.

## **23. Notices**

iConsults may give you all notices (including legal process) that iConsults is required to give by any lawful method, including by making notice available through the iConsults' Service or by sending it to any email or mailing address that you provide to iConsults. You acknowledge that if you do not provide iConsults with current and accurate contact information, iConsults may not be able to contact you. You agree to send iConsults notice by email to the following address: [hi@iboost.digital](mailto:hi@iboost.digital)

## **24. Cancellation of iConsults' Service**

You may cancel your iConsults' Service subscription through your User page or by contacting us at [hi@iboost.digital](mailto:hi@iboost.digital). The cancellation of a subscription will go into effect at the end of your current billing cycle. When your subscription ends, your account will remain unless you delete it. You can renew your subscription at any time without opening a new account, although the iConsults' Service subscription fees may have increased. You can request to delete your account at any time.

## **25. General Provisions**

(a) The TOU and other policies referenced herein, including the Privacy Policy, constitute the entire agreement between you and iConsults concerning your access to and use of the iConsults' Service. They supersede all prior or contemporaneous oral or written negotiations and agreements between you and iConsults with respect to such subject matter.

(b) You may not assign or delegate any right or obligation under the TOU without the prior written consent of iConsults.

(c) The failure of iConsults to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOU.

(d) Any prevention of or delay in performance by iConsults hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

## **26. Contact Information**

If you have questions, concerns or suggestions regarding the iConsults' Service, your account or the TOU, please contact us at: [hi@iboost.digital](mailto:hi@iboost.digital).