

Immortal Boost Terms Of Use

Last Updated 15th July, 2023

These Terms and Conditions (hereinafter – “**Terms**”), along with (hereinafter – “**the Company**”) Privacy Policy, govern the User’s use of the Company’s Website and Online Service.

For these Terms:

- (i) “**Website**” means the Company’s web platform for the User’s mobile devices or computers which can be used through a browser without downloading, under the name (domain) of www.immortalboost.com and it is not affiliated with any other websites, company, brand, organisation, or similarly named entity resembling it.
- (ii) “**Boosters**” means the Company’s officers, directors, employees, consultants, affiliates, subsidiaries, and agents.
- (iii) “**Online Service**” means the Company’s products and services that are publicly available in a full version after creating an account on the Website. Online Service includes the following: the User can order online service from the Company through the Website. The Online Service could be provided by both the Company and the Boosters to the User.
- (iv) “**User**” means any person who registered an account on the Company’s Website and uses the Company’s Online Service.
- (v) “**Promo Codes**” means alphanumeric strings that the Company offers to encourage purchases on their Website.

1. ELIGIBILITY

1.1. By agreeing to these Terms, you represent and warrant to us:

- (i) that your age is at least fourteen (14) years old; all users under this age must obtain parental consent to use the Website and make payments for using the Online Service;
- (ii) that you have not previously been suspended or removed from the Website and Online Service;
- (iii) that your use of the Website and Online Service complies with applicable laws and regulations.

2. LICENCE GRANT TO THE COMPANY

2.1. By providing information (hereinafter – “**Files**”) to the Online Service through the Website, the User approves the processing of their Files by the Company.

2.2. The Company guarantees that all Files will be used only for data processing purposes by the Website and any third party would not have any access to the User's Files without additional permission of the User.

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3.1. The Company is not responsible for the accuracy of the materials that the User provides to the Company, and that the User uses.

3.2. The Company does not check the Files for the User's ownership based on the peculiarities of data processing by the Online Service.

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3.4. If the User reports to the Website that Booster had offered him/her services outside of the Website if he/she keeps proof of the conversation that can be used as conclusive proof, the User will be rewarded.

4. TERMINATION OF USE, DISCONTINUATION AND MODIFICATION/UPGRADING OF THE WEBSITE AND ONLINE SERVICE

4.1. The Company has the right to modify/upgrade or discontinue the Website and/or Online Service at any time (including, without limitation, by limiting or discontinuing certain features of the Website and/or Online Service) without notice to the User.

4.2. The Company doesn't have any liability whatsoever on account of any change to the Website and/or Online Service or any suspension or termination of your access to or use of the Website and/or Online Service.

5. THIRD-PARTY'S LINKS

5.1. The Website and Online Service may contain links to third party web sources. Such linked websites are not under our control, and we are not responsible for their content.

6. OWNERSHIP; PROPRIETARY RIGHTS OF THE COMPANY

6.1. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements or files of the Website and Online Service (hereinafter – **"the Materials"**) provided by the Company are protected by all relevant intellectual property and proprietary rights and applicable laws.

6.2. All Materials contained on the Website and Online Service are the property of the Company or the Company's third-party licensors.

6.3. If the Website contains any materials, interfaces, logos, designs, products, or something else that is not the intellectual property of the Company and the Company doesn't have licenses for using it, the licensor has the right to request to delete its intellectual property from the Website according to the procedures defined in the Digital Millennium Copyright Act (hereinafter referred as to – **"DMCA"**) and/or Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC (hereinafter referred as to – **"EUCD"**).

6.4. The Company doesn't claim to be the owners or representatives of the trademarks, brands and intellectual properties of other sides remain the property of the original copyright owners.

6.5. Except as expressly authorized by the Company in writing, the User may not make use of the Materials.

6.6. The Company reserves all rights to the Materials not granted expressly in these Terms.

6.7. The Company has the right to change the price for using the Online Service. Before such changes, the Company will send an additional notification to the User via email.

7. NOTICES, TAKEDOWN PROCEDURES

7.1. DMCA NOTICE

7.1.1. The Company respects the intellectual property of others, and we ask the Company's Users to do the same. Accordingly, the Company observes and complies with the DMCA in connection with claims of copyright infringement arising under United States law and has adopted the following DMCA Notice and Takedown Procedure in connection with material appearing on the Website.

7.1.2. The Website qualifies as a "Service Provider" within the meaning of 17 U.S.C. § 512(k) of 17 U.S.C. § 512(k)(1) of the DMCA. Accordingly, the Website is entitled to certain protections from claims of copyright infringement under the DMCA.

7.1.3. If you are an owner of intellectual property and you believe that your intellectual property rights have been breached, please, provide this information to the Company's Designated Copyright Agent, with the following information (elements of notification under the 17 U.S.C. §512 (3) (A)):

- (a) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf;
- (b) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (c) a description of where the material that you claim is infringing is located on the Site (including the specific URL at which the allegedly infringing material appears);
- (d) description of the copyrighted work that you claim has been infringed;
- (e) your address, telephone number, and email address; and

(f) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright.

7.1.4. Send your notice of Claimed Infringement to the Company's Designated Copyright Agent:

- – Name: Warren Atkinson
- – Email: admin@immortalboost.com

7.1.4. Under the 17 U.S.C. §512(f). of the DMCA, if the User misrepresents facts the User shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or the copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed materials or ceasing to disable access to it.

7.1.5. Under the 17 U.S.C. §512 (g) of the DMCA the Company shall not be liable to any person for any claim based on the Company's good faith disabling of access to, or removal of, material or activity claimed to be infringing or based on facts or circumstances from which infringing activity is apparent, regardless of whether the material or activity is ultimately determined to be infringing.

7.2. EUCD NOTICE

7.2.1. According to Article 17 of the EUCD the Company shall work with specific copyright authorisations and liability regimes for copyrights and rights related to copyright.

7.2.2. According to Articles 17(1) and (2) of the EUCD carry out a copyright-relevant act of 'communication to the public when they give access to copyright-protected content uploaded by their users, and therefore need to obtain an authorisation from the relevant rightsholders. In this case, Article 17(3) provides that, when the service providers carry out an act of communication to the public under these provisions, the limitation of liability established in Article 14(1) of Directive 2000/31/EC 4 does not apply.

7.2.3. Every User or a third party has the right to create a request under the provisions of Article 17 of the EUCD with questions about content authorisation. When the Company will receive this request, the Company shall start the authorisation procedure or delete the content from the Website.

8. PROHIBITED USES

8.1. As a condition of the User's use of the Website and Online Service, the User will not use the Website or Online Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or Online Service in any manner that could damage, disable, overburden, disrupt or impair any of the Company's servers or APIs, any networks connected to any of the Company's servers or APIs, or that could interfere with any other party's use and enjoyment of the Website or Online Service.

8.2. The User may not transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature using the Website or Online Service.

8.3. The User may not exceed or circumvent, or try to exceed or circumvent, limitations on the Website or Online Service, including on any API calls, or otherwise use the Website or Online Service in a manner that violates any of the Company's documentation or user manuals.

8.4. The User and/or any other third parties may not attempt to gain unauthorized access to any websites or online services, other accounts, computer systems, or networks connected to any of the Company's servers or of the Website or Online Service through hacking, password mining, or any other means.

8.5. The User and/or any other third parties may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website or Online Service.

8.6. The User and/or any other third parties may not use the Website or Online Service in any way that violates any applicable state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the European Union, the USA, or other countries and intellectual property rights according to the DMCA and EUCD).

9. INDEMNITY

9.1. The User agrees to be responsible for using the Website and Online Service, and the User agrees to defend, indemnify, and hold harmless the Company and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (hereinafter collectively, "the Boosters") from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with

- (i) the User's access to, use of, or alleged use of the Website and Online Service;
- (ii) the User's violation of these Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation;
- (iii) the User's violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or
- (iv) any disputes or issues between the User and any third party. The Company reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User (and without limiting your indemnification obligations concerning such matter), and in such case, the User agrees to cooperate with our defence of such claim.

10. DISCLAIMERS

10.1. The Website and Online Service are made available to you on an "as is" and "as available" basis, with the express understanding that the Company has no obligation to monitor, control, or vet the content or data appearing on the Website and Online Service.

10.2. The User uses the Website and Online Service at their discretion and risk.

10.3. The Company make no claims or promises about the quality, accuracy, or reliability of the Website and Online Service and expressly disclaims all warranties, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10.4. The process by which the Online Service will be carried out differs depending on the game and Online Service requested by the User. All orders will be finished within a reasonable time frame. If the Company or Boosters fail to meet the User's expectations regarding the quality and speed of the Boosters' Online Service, the User has the right to contact the Company and request that another Boosters finish the User's order. We undergo serious internal procedures to deal with such situations, take measures to ensure we perform at the highest level and monitor all personnel on the Website.

10.5. All Online Services available on the Website are delivered via digital delivery means such as email or in-game service.

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10.7. The User understands that solo boosting (account sharing) goes against the rules of account sharing from the third parties' services. This can result in possible actions taken against the User's account. The Boosters and the Company take every precaution necessary to ensure the User's safety, but ultimately the Company and the Boosters are not responsible for any actions taken against the User's account on other third parties' platforms when the reason for the action taken is boosting and/or account sharing.

11. LIMITATION OF LIABILITY

11.1. In any case will the Company not be liable to the User or any third party for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to the User's access to or use of, or the User's inability to access or use, the Website and Online Service or any materials or content in the Website and Online Service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not the Company have been informed about of the possibility of such damage.

11.2. The Company in any case is not responsible for services that are provided to the User by the third party who placed advertise on the Website.

11.3. All risks related to the User's information, account, or accounts on other sources if the User shared his data (login and password), in not a part of the Company's responsibility.

11.4. The User accepts responsibility for losing in-game rating/points or NET wins progress due to his logins while Boosters is providing Online Services and accepts that he will compensate the Company for the amount lost.

11.5. The User accepts that if he/she plays any ranked games while having bought any boost, except NET wins boost from the Company, will have to compensate the Company for each game the User has lost.

12. GOVERNING LAW

12.1 These Terms will be governed by the laws of UAE without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, the User and the Company agree to submit to the personal and exclusive jurisdiction of the state courts located within UAE to litigating all such disputes.

13. CHANGES TO THESE TERMS

13.1. The Company reserves the right to make modifications to these Terms at any time. Revised versions of these Terms will be posted on the Website. Unless otherwise specified, any modifications to the Terms will take effect the day they are posted to the Website.

13.1.1. The Company is not obliged to inform the User about changes in these Terms.

13.2. If the User does not agree with the revised Terms, the User's sole and exclusive remedy will be to discontinue your use of the Website and Online Service.

14. GENERAL

14.1. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between the User and the Company regarding the User's use of and access to the Website and Online Service.

14.2. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of provisions.

14.3. The User has no rights to assign or transfer these Terms or the User's rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent.

14.4. The Company has the right to assign these Terms at any time without notice.

14.5. The failure to require performance of any provision will not affect the Company's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

14.6. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

14.7. The User acknowledges that the Website and Online Service are not intended to be technology protection measures that will help the User comply with the GDPR and CCPA.

14.8. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Section 2 and Sections 6, 7 and 8 through 14 of these Terms.

15. COMMUNICATION AND NOTIFICATIONS

15.1. The entire communication with us is electronic. Every time the User sends us an email or visits our Website and uses our Online Service, the User will be communicating with the Company.

15.2. The User hereby consents to receive communications from the Company.

15.3. If the User subscribes to the news on the Website, the User will receive regular emails from the Company.

15.4. We will continue to communicate with the User by providing notifications through the Website or posting news on our social media.

15.5. The User also agrees that all notices, disclosures, agreements, and other communications we provide electronically meet the legal requirements that such communications be in writing.

15.6. The User agrees to receive any notifications through the Website on the User's Device.

15.7. The User can contact us for support via email at support@immortalboost.com.

15.7.1. Using support service, the User understands that it is a transfer of the part of his personal data and fully agrees to share his personal email with the Company for further processing.

16. PURCHASES

16.1. If the User wishes to purchase any item from the Website made available through the Online Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation.

(i) the User has the legal right to use any credit card(s) or other payment methods available on the Website in connection with any Purchase; and that

16.3. The Company has the right to request personal information like an ID card or passport of the User for the User's personal verification. The Company will process this personal data according to the Company's Privacy Policy.

16.4. The User, purchasing the Online Services for games and has failed to add correct information (for example, wrong starting rating) will be required to pay extra in direct relation to the difference between the prices of the incorrect information and the accurate one according to the Company's price list or the User's order will be not completed in full, but rather up to the point that matches the amount initially paid.

16.5. The User, purchasing the Online Services for games and gains less than average points/ranks per win due to his underperformance or any other external variable (for example, less than 17 SR in Overwatch, less than 100 points in HotS) will need to cover an extra 50% surcharge on top of their order due to 50-100% more time required to complete such an order.

16.6. By submitting such information, the User grants us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

16.7. The Company reserves the right to refuse or cancel the User's order at any time for certain reasons including but not limited to product or service availability, errors in the description or price of the product or service, and errors in the User's order or other reasons.

16.8. The Company reserves the right to refuse or cancel the User's order if fraud or an unauthorized or illegal transaction is suspected.

17. REFUNDING

17.1. The User is eligible for a full refund back to original payment method on any Online Services that weren't started by the Boosters or third parties that were used by the Company.

17.2. Online Services that have already started and have progress recorded are eligible for a partial refund or 50% refund.

17.3. In a case where the Client's performance is not good enough (underperforming compared to other players in that rank) to complete an ordered Online Service while a guaranteed service has been purchased, we reserve the right to ask the User to hire an additional Booster or convert the order to piloted (account sharing) in order to complete the ordered Online Services. If the User refuses, we will need to charge for the time invested by the Boosters at a rate of \$20/hr. The Company is very flexible and will do its best to be fair towards the Company's valued Users and Boosters.

17.4. If the User's refund case is not listed here, the User has the right to contact the Company's support team for approval on a case to case basis.

17.5. All refunded orders will include a ~5% processing fee charged by the Company's payment processors.

18. MARKETS TERMS

18.1. The Company grants the User not limited, non-exclusive, non-transferable, non-sublicensable license to use the Website on your Device that the User owns or controls. The Company reserves all rights in and to the Website not expressly granted to you under these Terms. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the Website; (ii) distribute, transfer, sublicense, lease, lend or rent the User's account on the Website to any third party; (iii) reverse engineer, decompile or disassemble the Website; or (iv) make the functionality of the Website available to multiple users through any means.

19. THE USER'S ACCOUNT

19.1. The User can create an account on the Website using email, password, username, and country.

19.2. The User is responsible for all activities that occur under the User's account.

19.3. The Company reserves all rights to terminate accounts, edit or remove content and cancel orders at sole discretion.

19.4. The Company has the right at any time at its sole discretion, to request the Boosters or the User to confirm their personal information like as documents confirming the identity of the User or the Boosters. The Company has the right to block or delete an account of the User or Boosters if the User or the Booster does not provide the requested information

and/or supporting documents within seven (7) calendar days from the Company's request. These requests are rarely requested, in event of suspicious purchases only.

19.5. The Company has the right to have access to any information placed on the Website, including any conversation and data in the User's account.

20. OTHER CONDITIONS

20.1. If there is a conflict between these Terms and additional terms applicable to a given Website or Online Service, the additional special terms will control that conflict.

20.2. If the User does not agree to these Terms, the User must not access or use the Company's Website or Online Service.

20.3. The Company provides Online Services to the User, which are subject to the conditions stated in these Terms. Every time the User visits/uses the Website using its Online Service or makes a purchase, the User accepts all these conditions.