



Terms of Use

Welcome to Boom Pay.

At Boom, we plan to change people's relationship with their largest, most stressful spend category, housing. We plan to do so with transparency, trust and a best-in class organization, products and features.

Below is a formal description of what you can expect from using our service. We detail how the process works, including your rights as a user as well as our policies and procedures. Please read these terms in full as they contain important information on your legal rights, remedies and obligations.

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1. Preamble

By using the Boom Pay, Inc. ("Boom", "we", "us", or "our") website (www.boompay.app) ("Website") or any other websites, or products, services and/or mobile applications owned or operated by Boom (collectively with the Website, the "Platform"), you are agreeing to these Terms of Use (these "Terms"), which we may update or amend from time to time as set forth herein.

Boom provides services for renters. We facilitate certain aspects of the rental process, including the payment of rent. Any questions regarding these terms may be directed to hello@boompay.app. We may amend this agreement from time to time and will post notice of the latest version to the website. The revised version

will be effective immediately after we post it. Changes will not apply retroactively. Your continued use of the services following any update to this Agreement will be deemed acceptance of the updated Agreement. If you do not agree to the modified terms of this Agreement, you should discontinue use of the Services.

2. Scope of Agreement

By accessing and/or using the Platform, you agree to these Terms. These Terms apply to any use of the Platform including (1) when you register a user account; (2) when you sign up for or receive any products or services provided through the Platform (collectively, the “Services”) and (3) when you use the Platform as a guest.

3. Privacy and Your Personal Information

Protecting your personal information is a top priority for Boom. For information about our personal information practices, please read our [Privacy Policy](#), which is hereby incorporated into these Terms. This policy explains how we treat and guard your personal information when you use the Platform and Services. The policy may be changed from time to time; changes will be effective upon posting to the Site.

4. Description of the Services

The following terms shall have the meanings set forth in this section, or in the section they first appear.

- “Content” means text, graphics, images, information or other materials accessible through the Platform or Services.

- “Landlord” means the owner or manager of a property who is legally responsible for receiving Rent Payments.
- “Rent Payment” means a payment by a tenant to a Landlord with whom they have lawfully executed lease, or proof of residency for the expressed and sole purpose of rent per the terms of that lease or agreement with the individual.
- “Linked Account” means an eligible checking account of which you are an authorized holder of record. Boom has partnered with Plaid to allow you to securely link accounts and will access the account and routing number from such accounts without storing personal or sensitive information on Boom servers.
- “Scheduled Date” means the date you select for Boom to begin the process of making a payment. If by check, then this is the date that Boom will begin the process of printing and mailing a check to your Landlord. It may take up to 5 business days from your Scheduled Date for a check to reach your Landlord.

5. Registration

In order to access the Services, you must: 1) be over the age of 18, reside in the United States and have a non-VoIP, United States-based mobile number – Company in its sole discretion determines whether a mobile phone number is acceptable; 2) accept and agree to be bound by these Terms and our Privacy Policy; 3) complete member registration with us to create a Boom account; 4) maintain your account in good standing; 5) provide all information requested by us, including but not limited to: your full legal name, phone number, valid email address, and Linked Account information. You represent and warrant that all

information you provide to us is true, accurate, current and complete and agree not to misrepresent your identity in any way. You further agree to promptly notify us within the application or at hello@boompay.app of any changes to personal information relevant to your account. Please see our [Privacy Policy](#) as it governs our collection, use, storage and disclosure of your personal information.

You are solely responsible for maintaining the confidentiality of your account login information (SMS, email address and password). You agree not to authorize any other person to use your account for any purpose. Except as otherwise provided by applicable law, you are solely responsible for any actions, transactions or other activities performed using your account performed using your account. If you believe any of your account login information has been compromised, obtained or used by any other person, or you become aware of a breach of the security of the Services, you must notify us immediately at hello@boompay.app.

6. BoomPay Service

Boom's BoomPay service enables users to make Rent Payments each month through their Boom account by becoming a account holder, entering payment details, a recipient matching a lease or proven agreement with a Landlord or property manager, selecting as scheduled date, payment amount, and designating a payment method such as a linked bank account or credit and debit card. Upon completion of this and your authorization, Boom will facilitate a payment on your behalf. Below are details specific to the method of payment:

Sending Payment By Check: If you choose to complete the payment by sending a check to the Landlord, Boom will issue and mail your Landlord a rent check with your account and routing number, on or within one (1) business day of your

Scheduled Date for your designated Rent Payment amount, via our third party processor. By scheduling a payment, you affirm that you have or will have sufficient funds in your Linked Account for the check to clear and that you have authority to direct funds of that account. From time to time, we may offer other payment methods. As those become available, we will update these Terms. Further, It is incumbent on you to ensure that all information is correct, Boom assumes no responsibility for fees or errors arising from incorrect information. Your Landlord does not need to be an existing Boom user for you to enroll in the BoomPay service, or take any additional steps other than depositing your payment. When your Landlord endorses and deposits the first check from Boom, they agree A) to become a participating Landlord and receive subsequent payments from Boom, B) that each such payment from Boom is a Rent Payment, C) to be bound by these Terms as applicable. As a way to prevent errant payments, please be mindful to double check your payment information before items are sent. If an error is made, and Boom is notified with 48 hours notice to your payment being sent, Boom will make best efforts to cancel the payment. It cannot guarantee any payment will be canceled once sent. Please contact hello@boompay.app.

Sending Payment by ACH/Bank Transfer: If you choose to complete the payment by sending an ACH payment or bank transfer to your Landlord, by scheduling a payment, you affirm that you have or will have sufficient funds in your Linked Account for the ACH to be debited from your account and that you have authority to direct funds of that account. Boom assumes no responsibility for fees and consequences arising from insufficient funds in your Linked Account. It is incumbent on you to ensure that all information is correct, Boom assumes no responsibility for fees or errors arising from incorrect information. We may require that your Landlord agree to our Terms prior to any ACH payment. Boom has the

right to ask for your assistance in obtaining a Landlord's consent to its terms should they be needed. Regardless, after 3 business days of your Landlord receiving the ACH payment, they agree A) to become a participating Landlord and receive subsequent payments from Boom, B) that each such payment from Boom is a Rent Payment, C) to be bound by these Terms as applicable. As an account holder, if the payment details, recipient and Scheduled Date were all authorized, it will be considered a valid Rent Payment. By agreeing to Boom's Terms, upon submitting a Rent Payment, Boom is not liable for the destination of the payment following confirmation of details. If you recall a valid Rent Payment via ACH, we will denote to your issuing bank as such. As a way to prevent errant payments, please be mindful to double check your payment information before items are sent. If an error is made, and Boom is notified with 48 hours notice to your payment being sent, Boom will make best efforts to cancel the payment. It cannot guarantee any payment will be canceled once sent. Please contact hello@boompay.app.

7. Fees for BoomPay Service

The BoomPay Service will incur a small fee for users depending on your payment method, and while that is subject to change in the future, Boom agrees to notify all users before such a change. Any fees will also be deducted from your chosen Linked Account on the date of your payment.

8. Fraud Review and Prevention

To prevent any attempts at money laundering and fraud, Boom reserves the right to conduct a fraud review ("Fraud Review") in our sole discretion on any payment made through the Services, and reject any payment we deem, in good faith and accordance with our fraud review, to be illegitimate. Such Fraud Review will be

conducted by our internal Fraud Review team according to our protocol and may include, but is not limited to: validating sufficient balance in your Linked Account, validating your identity and the identity of your Landlord, requesting an executed copy of your lease or other agreement proving your residency. Boom has the right to cancel any payment, scheduled, recurring, or made for any reason should it deem it to be illegitimate based on its review. When scheduling a payment, you accept that Boom has the right to provide your information to 3rd-party vendors that specifically check for fraud relating to KYC, AML, OFAC sanctions rules or other requirements as outlined by Boom's payment partners.

9. On-Time Guarantee

Boom has an On-Time Guarantee. We will reimburse late fees incurred by you, up to \$200.00, that arise as a result of our failure to deliver your payment in a timely manner (“Late Fee Reimbursement”). Our On-Time Guarantee also allows you to direct Boom to send an additional payment as fast as reasonably possible in the desired method to remedy the situation as well.

To be eligible for the Late Fee Reimbursement under our On-Time Guarantee you must meet all the following requirements:

- Have successfully scheduled a Rent Payment via the Platform with a Scheduled Date more than 5 business days before the due date stated on Lease or residency agreement.
- Not have any rejected payments by the Boom Fraud Review team.
- Have correctly entered payment details including but not limited to: Your address and if applicable, unit number, your rent amount in full, your Landlord's name, your Landlord's address and / or banking details and if applicable, unit number.

- Maintain sufficient funds in your Linked Account to pay your rent amount in full from the time of your Scheduled Date through when your Landlord deposits your check or clears the payment.

To file a Late Fee Reimbursement claim, send an email to hello@boompay.app within 30 days of your due date, including:

- An executed copy of your Lease or rental agreement.
- A copy of an official notice letter from your Landlord, showing that a late fee has been assessed and the amount.
- Your Landlord's business phone number, business address and email address.

We will conduct a review as swiftly as commercially reasonable. Upon conclusion of our review, if our requirements are met, we'll reimburse the amount stated in your lease, up to \$200.00 to your Landlord.

Please note, Boom will not be liable nor will reimburse any late fees or any other penalties charged to you that result from: your lack of sufficient funds in your Linked Account, any errors made by you entering insufficient payment details, or fees charged to you by your Landlord not explicitly stated in your Lease or agreement. We reserve the right to, in our sole discretion, deny subsequent Late Fee Reimbursement claims if, in good faith we believe you, or your Landlord are attempting to defraud Boom.

If all requirements are met, we will contact your Landlord to confirm non-receipt of your payment. If we need to remedy the payment due to failed delivery of payment on the part of Boom, Boom will provide instruction upon your alerting us with the proper Landlord information.

10. Access

Use of the Platform may require a compatible mobile device and Internet access. Your ability to use the Platform may be affected by performance of these items. You acknowledge and agree that all such system requirements, which may be changed from time to time, are your responsibility, and your mobile carrier's standard charges, data rates and other fees may apply. Further, you agree to always use the most recent version of the Platform made available by Boom.

11. Boom Offers

From time to time, Boom may present rewards or offers to members for using its service. Boom will denote any terms and conditions associated with such offers at the time they are presented. It is at Boom's absolute discretion to opine on whether what was offered has been properly met and offers can change from time to time without notice and at any point.

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Platform or any portion of the Platform, without Boom' express written consent, which may be withheld in Boom' sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the services, other than the search engines and search agents available through the Services and other than generally available commercially available web browsers;

- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Platform.

Example Boom offers include:

- Invite Friends Offer: referee who joined Boom via a referral code and referrer both receive a reward (cash, gift card) once the referee's first rent payment is processed (processed, not scheduled).
- First Payment Offer: new user receives a reward (cash, gift card) once their first rent payment is processed.

For the above example offers involving a successfully processed rent payment, Boom requires the amount sent to be at least \$100 and the recipient to be the actual landlord of the payer. Boom reserves the right to not award the reward if it feels these criteria have not been met. Rewards are typically compensated in the first two weeks of the month following the successful meeting of the criteria.

12. Social Media Sites

Boom may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

13. Consent to Communication

By using the Platform, you agree that we may communicate with you electronically regarding administrative, security and other issues relating to your use of the Platform, including but not limited to: the status of your rent payments, upcoming offers, reminders, fraud alerts etc. Communication will be made primarily through use of text messages to the mobile phone number used to register your Account. We may also contact you through your email address and push any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

14. Messaging Rates

Any text messages sent and/or received are subject to standard text messaging rates. Additionally, text messages sent and/or received may count towards any monthly quota, as applicable. Any users, whether sending or receiving text messages in connection with the Platform, should be aware that standard text messaging rates may apply. Please be aware that texting charges can fluctuate internationally. Text messaging rates can normally be found by asking your provider.

15. Content and Use Restrictions

You are solely responsible for the content, information, images, videos and text (“Content”) that you post, upload, transmit, publish or display on or through the Platform (hereinafter, “post”), or transmit to other users. You will not provide inaccurate, misleading or false information to Boom or to any other user. If information provided to Boom or another user subsequently becomes inaccurate,

misleading or false, you will promptly notify us of such change. You will not post on the Platform, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Without limiting the previous sentence, you may not post any Content or use the Platform in any way that:

- Is patently offensive, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Intimidates, threatens, or otherwise harasses other users of the Platform, or advocates harassment of another person;
- Is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- exploits people under the age of 18 in a sexual or violent manner, or attempts to collect personal information about any other user of the Platform or any third party without such user or third party's informed consent;
- contains sexually explicit Content;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents;

- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- contains or transmits viruses, corrupted data or other harmful, disruptive or destructive files or code;
- solicits personally identifiable information for commercial or unlawful purposes from other users;
- engages in commercial activities and/or sales including but not limited to contests, sweepstakes, barter, advertising, and pyramid schemes; or
- infringes any third party's copyrights or other rights (including but not limited to other intellectual property rights and privacy rights).

16. Code of Conduct

Your use of the Platform, including but not limited to the Content you post on the Platform, must be in accordance with any and all applicable laws and regulations. You will only send messages via the Platform to people who have expressly agreed to receive such messages from you. Boom, has the right, but not the obligation, to monitor all conduct on and Content submitted to the Platform.

17. License to Your Content

When you post, link or otherwise make available Content to the Platform, you grant us a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, transferable and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and

display, and otherwise exploit such Content throughout the world in any manner or media, on or off the Service.

18. Termination

- Boom reserves the right to remove users' accounts from Boom at any time for any reason whatsoever, including but not limited to the following reasons: user attempts to submit Rent Payments, user knowingly schedules rent payments without sufficient funds.
- If you breach any of the terms of these Terms, all licenses granted by Boom, including permission to use the Platform, will terminate automatically. Additionally, Boom may suspend, disable, or delete your account and/or the Platform (or any part of the foregoing) with or without notice, for any or no reason. If Boom deletes your account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Platform under a different name or with a different mobile telephone number.
- You may cease use of the Platform at any time. However, we will not automatically delete your account information in case you decide you would like to rejoin the Platform. If you want Boom to delete all of your account information, including your address book information, you must email us with such a request at hello@boompay.app. Boom will keep payment transaction history for at least 7 years as necessary.
- All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by Boom or you. In the event of account deletion for any reason, Boom may, but is not obligated

to, delete any of your Content (as defined in Section 5). Boom shall not be responsible for the deletion of (or failure to delete) such Content.

19. Representations and Warranties

You represent and warrant that: (a) you have the right to submit all Content and feedback to Boom and grant the licenses set forth in these Terms; (b) Boom will not need to obtain licenses from any third party or pay royalties to any third party to use the Content and feedback in accordance with these Terms; (c) the Content and feedback do not infringe any third party's rights, including but not limited to intellectual property rights and privacy rights; and (d) the Content and feedback comply with these Terms and all applicable laws.

20. License to Use the Platform; Ownership

- **License.** Subject to your compliance with these Terms, Boom grants to you a limited, non-exclusive, non-transferable license to access and use the Platform during the term of these Terms solely for your own personal, non-commercial purposes. This license is personal to you and may not be assigned or sub licensed to anyone else.
- **Restrictions.** You will not reproduce, copy, transfer, give access to, distribute, sell, rent, lease, assign, sublicense, create derivative works from, decompile, reverse engineer, or disassemble the Platform or any part thereof. You will not take any measures to interfere with or damage the Platform or any part thereof.
- **Ownership.** You acknowledge and agree that nothing in these Terms conveys to you any ownership, intellectual property rights or other proprietary interest in or relating to the Platform or any other Boom products or services, or any modifications or derivative works of any of the

foregoing. The Platform is licensed, not sold, to you and is owned by Boom and its licensors. Except as expressly set forth herein, Boom reserves all right, title and interest, including all intellectual property and other rights, in and to the Platform and all other Boom products and services. You shall not obscure or alter or remove any patent, copyright, trademark or other proprietary notice or legend contained on or in the Platform.

- **Feedback.** You agree that any suggestions, comments, ideas, corrections, improvements, feedback or other information you provide Boom (collectively, “Feedback”) shall be the sole and exclusive property of Boom and you hereby assign, for no additional consideration, all right, title and interest in and to such feedback to Boom. Boom will be free to use, disclose, reproduce, license and otherwise distribute the feedback, including but not limited to in connection with any product or service, without any obligations or restrictions of any kind.

21. Apple/Google Requirements

These Terms apply to your use of all the Platform, including the iOS and Android applications available via the Apple, Inc. (“Apple”) App Store (the “Application”) or via the Google Play Store (“Google”) but the following additional terms also apply to the Platform:

- Both you and Boom acknowledge that the Terms are concluded between you and Boom only, and not with Apple or Google and that Apple or Google is not responsible for the Platform or the Content;
- The Platform is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject

to all the terms and conditions of these Terms as they are applicable to the Services;

- You will only use the Platform in connection with an Apple or Android device that you own or control;
- You acknowledge and agree that Apple or Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform;
- In the event of any failure of the Platform to conform to any applicable warranty, including those implied by law, you may notify Apple or Google of such failure; upon notification, Apple's or Google's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Platform;
- You acknowledge and agree that Boom, and not Apple or Google, is responsible for addressing any claims you or any third party may have in relation to the Platform;
- You acknowledge and agree that, in the event of any third party claim that the Platform or your possession and use of the Platform infringes that third party's intellectual property rights, Boom, and not Apple or Google, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and Boom acknowledge and agree that, in your use of the Platform, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

- Both you and Boom acknowledge and agree that Apple and Apple's subsidiaries or Google and Google's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple or Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.
- In the event you use the Platform to provide you with real-time route guidance, YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

22. Indemnification

You agree to indemnify and hold harmless Boom, its subsidiaries, affiliates, related parties, officers, directors, employees, agents, suppliers, independent contractors, advertisers, partners and co-branders from any loss, damages, or costs, including without limitation reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of or access to the Platform, your violation of any third party proprietary or other rights, or breach of these Terms.

Disclaimer of Warranties; Limitation of Liability

- YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICE. YOU UNDERSTAND THAT Boom IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION BY ANY USER OF THE SERVICE, WHETHER ON OR OFF THE SERVICE. Boom MAKES NO REPRESENTATIONS OR

WARRANTIES AS TO THE SERVICE, CONTENT AND THE CONDUCT OF USERS OF THE SERVICE.

- Boom has no obligation to screen or monitor any Content (as defined in Section 5) and does not guarantee that any Content available on the Platform complies with these Terms or is suitable for all users.
- Boom PROVIDES THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU THEREFORE USE THE SERVICE AT YOUR OWN RISK. Boom EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY THAT MIGHT ARISE UNDER ANY LAW.

Without limiting the foregoing, Boom makes no representations or warranties: (a) that the Service will be permitted in your jurisdiction; (b) that the Service will be uninterrupted or error-free; (c) concerning any Content submitted by any user; (d) concerning any third party’s use of Content that you submit; (e) that any Content you submit will be made available on the Platform or will be stored by Boom; (f) that Boom will continue to support any particular feature of the Platform; (g) Concerning sites and resources outside of the Platform, even if linked to, from or through from the Platform.

- IN NO EVENT WILL Boom BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE SERVICE, OR ANY USE OF THE SERVICE BY YOU OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING

FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE OR PERSONS YOU MEET THROUGH THE SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. In some jurisdictions, it is not permitted to limit certain types of liability and therefore such limitations to the extent they exclude such liability may not apply to you. IN SUCH JURISDICTIONS, Boom'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

ARBITRATION AND CLASS ACTION WAIVER.

- Informal Process First. You agree that in the event of any dispute between you and Boom, you will first contact Boom and make a good faith sustained effort to resolve the dispute before resorting to arbitration under this Section.
- Binding Arbitration. Any dispute or claim arising in any way from your use of the Service, except for disputes relating to the infringement of our intellectual property rights or the access or use of the Platform in violation of these Terms, will be resolved by binding arbitration, rather than in court, but you may assert claims in small claims court if your claims qualify.
- No Judge or Jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would.

- Arbitrator and Rules. The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings shall be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer Related Disputes. These rules can be found on the AAA website at www.adr.org.
- Starting an Arbitration. To begin an arbitration proceeding, you must send us a notice of dispute, in writing, setting forth your name, address and contact information, the facts of the dispute and relief requested. You must send your notice of legal dispute to us at the following address: hello@boompay.app. Boom will send any notice of dispute to you at the contact information we have for you.
- Format of Proceedings. The arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions.
- Fees. If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, Boom will pay all other AAA and arbitrator's fees and expenses.
- Individual Basis. To the fullest extent permitted by applicable law, you and Boom each agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and Boom each waive any right to a jury trial. As a result, PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS.

- **Limitation Period.** In no event shall any claim, action or proceeding by you or Boom be instituted more than one (1) year after the cause of action arose.
- **Enforcement.** Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods shall have no applicability.
- **Invalidity.** If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Boom each agree to the exclusive jurisdiction of the Federal and State courts located in Suffolk County, Massachusetts, and you and Boom each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim.
- **Opting Out.** If you do not want to arbitrate disputes with Boom and you are an individual, you may opt out of this arbitration agreement by sending an email to within thirty (30) days of the first of the date you access or use the Service.

23. Miscellaneous

These Terms are the complete and exclusive agreement between you and Boom with respect to the subject matter of these Terms, and they supersede all prior or contemporaneous, oral or written, proposals, understandings, representations, conditions, warranties, and all other communications between you and Boom with respect to the subject matter of these terms. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Boom without restriction. These Terms may not be explained or supplemented by any prior course of dealings or trade by custom or

usage. These Terms shall be governed by the laws of the Southern District of New York, notwithstanding any principles of conflicts of law. The section headings used herein are for convenience only and will not affect the interpretation of these Terms. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms and neither party has any authority of any kind to bind the other in any respect.

24. Questions?

Any questions, complaints or claims with respect to the Service should be directed to: hello@boompay.app