



TERMS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITE AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF **February 2, 2017**.

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface, or purchase services and products, with Boost Brazil, located at Rua Voluntários da Pátria 48, Rio de Janeiro/RJ, CEP: 22270-010, and our subsidiaries and affiliates, in association with the use of the Boost Brazil website, which includes <https://www.boostbrazil.com/> (the "Site") and its Services, which shall be defined below. Any person can get in contact with Boost Brazil through the website or sending an email to contact@boostbrazil.com.

DESCRIPTION OF WEBSITE SERVICES OFFERED

The Site is a tutoring of one-on-one Brazilian Portuguese language website, including other services such as Translations and Content Localization, which has the following description:

The easiest way to learn Brazilian Portuguese online through a webcam. Any and all visitors to our site, despite whether they are registered or not, shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS. Once an individual registers for our Services, through the process of creating an account, the user shall then be considered a "member".

The user and/or member acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of Boost Brazil.

At its discretion, Boost Brazil may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated.

Boost Brazil does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or member, acknowledge, accept and agree that Boost Brazil shall not be held liable for any such

updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, modified, revised or modified terms, you must stop using the provided Services.

Furthermore, the user and/or member understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Boost Brazil shall not assume any responsibility or obligation for the timeliness, missed session or delivery, deletion and/or any failure to store user content, communication or personalization settings.

REGISTRATION

To register and become a "member" of the Site, you must be 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving Boost Brazil's Services under the laws of the Federative Republic of Brazil.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, Boost Brazil will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of Boost Brazil Services, or any portion thereof. It is Boost Brazil's priority to ensure the safety and privacy of all its visitors, users and members.

PAID SERVICES

Your registration must be done using accurate information. By purchasing products and/or services and/or registering as a paid client, you agree and acknowledge that you are doing so voluntarily, and that you are responsible for all fees charged by third parties related to your access and use of our Services (e.g., charges by Internet service providers).

You also represent and warrant that if you are purchasing services including classes and becoming a paid customer, that:

- a) any credit information you supply must be accurate, complete, and current;
- b) charges incurred by you will be honored by your credit card company. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred, including any applicable taxes;

c) The pricing for paid resources and services can be found at <https://www.boostbrazil.com/plans>, as we may update them from time to time (or such URL as we may provide). By using the paid aspects of the Services, you expressly agree to these pricing terms;

d) You may cancel your Boost Brazil account at any time; however, there are no refunds for cancellation. To the fullest extent permitted by law, refunds (if any) are at our discretion and only in the form of credit for our Services. In the event that Boost Brazil suspends or terminates your account or these Terms, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. Any outstanding balance on your account becomes immediately due and payable upon termination of these Terms for any reason;

e) Nothing in these Terms obligates us to extend credit to you or any third party. You acknowledge and agree that any credit card and related billing and payment information that you provide to us may be shared by us with companies who work on our behalf, such as third-party payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to us and servicing your account. We may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. We shall not be liable for any use or disclosure of such information by such third parties. We reserve the right to discontinue the provision of our Services to you for any late payments.

f) Changes to the fees or payment policies will be posted on the website (or such other URL we may provide from time to time). By continuing to use of the Services after receiving such notice, you agree to any changes to the fees or payment policies.

g) You may not create multiple accounts to simulate or act as a single account or otherwise access our Services in a manner intended to avoid incurring fees (e.g., for trial plan).

TERMS OF PAYMENT

By purchasing any product or service, you agree and acknowledge that payments are nonrefundable. All sales are final, and Boost Brazil does not retroactively process refunds even if you fail to use the Boost Brazil service.

Boost Brazil is not responsible for any additional bank fees, interest charges, finance charges, over draft charges, or other fees resulting from charges billed by Boost Brazil. Currency exchange settlements will be based on agreements between you and the provider of your credit card. In addition, we do not give pro-rated refunds for unused time if cancelation is initiated during the middle of a billing cycle.

We reserve the right to change our fees, but will notify you in advance of increases.

SESSION CANCELLATION, RESCHEDULE AND NO-SHOW POLICIES

You are not allowed to cancel any session on your own. Any cancellations in your schedule will be accepted only if done at least 48 hours before your session. This is necessary because last-minute notices do not allow us to fill the time slot saved for you to another student.

Credits on canceled sessions stay active for 30 consecutive days from the original date of the canceled session. After 30 consecutive days, such credits will automatically be forfeited. For cancellations, please send us an email to contact@boostbrazil.com.

Lessons canceled without a 48-hour prior notification will be charged. No-shows will also be charged.

If needed, sessions can be rescheduled in My Account > My Appointments > Change Date button. Have in mind that you may only reschedule a session that is more than 48 hours away from the session's start time.

For all lessons within 48 hours, you can't any longer cancel or reschedule it, and the lesson will be charged for the reason explained above.

Sessions rescheduled should be in accordance with the Plan you chose. For example, if you are Standard, you should take 1 class per week. If you already have scheduled the other 3 sessions and need to reschedule only one, this will probably be your last session, following your weekly appointments. Maybe you can't find the same time you scheduled before, which depends on the overall schedule availability.

This cancellation/reschedule policy is valid to all posted Plans.

PURCHASING AND ACCESSING SESSIONS

To get started with lessons, please do the following:

- Register on MY ACCOUNT page.
- Go the PLANS page and select the plan that better fits your need – Trial, Single, Standard or Premium. The big difference between them is the time you have available to learn and practice.
- After you choose your plan, click on the button below of such plan.
- You will be redirected to the SCHEDULE page to book a session. Please open the calendar icon (on the right) and select the better day/time for your FIRST session only. If you chose Standard or Premium Plans, the next sessions will be scheduled later on. You will receive further instructions by email. At this moment, you can't select all the classes at once. Also, our schedule is considering the time zone of Brasília, Brazil. Make sure to convert it to your local time, for your control.
- A pop-up will open to confirm your appointment. Follow up the form requests, and click on 'request appointment'.
- The CART page will open. Check your shopping cart and after click on the PROCEED TO CHECKOUT button.
- Fill you billing information. Basically, we use this information only to keep your personal records with us. Check your schedule and shopping details again and go to PAYPAL.
- As we use PAYPAL as our third party credit card processor, we don't have your credit card information with us.
- If you don't have a Paypal account, you will need to setup one or pay with your credit card inside the Paypal secure server.
- Once your payment is confirmed to us, we will approve the schedule you arranged. This can take up to 1 business day.

- You will receive confirmations and further information in the email registered.

TIME ZONE

The time shown in the website's schedule is the local time of Rio de Janeiro, Brazil. When scheduling a session, you need to convert the time of the chosen session to your local time.

PRIVACY POLICY

Every member's registration data and various other personal information are strictly protected by the Boost Brazil Online Privacy Policy. As a member, you herein consent to the collection and use of the information provided, including the transfer of information within Brazil and/or other countries for storage, processing or use by Boost Brazil and/or our subsidiaries and affiliates.

MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY

In order to use our services, you need to fill out the registration data and create of your username and password in "My Account/Login" page. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It shall be your responsibility to notify Boost Brazil immediately if you notice any unauthorized access or use of your account or password or any other breach of security. Boost Brazil shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

CONDUCT

As a member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of Boost Brazil Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by I Boost Brazil.

Furthermore, you herein agree not to make use of Boost Brazil's Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) causing harm to minors in any manner whatsoever;

- c) impersonating any individual or entity, including, but not limited to, any Boost Brazil officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- d) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
- j) interfering with or disrupting any Boost Brazil Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- l) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Boost Brazil herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.

Boost Brazil herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- a) compliance with any legal process;
- b) enforcement of the TOS;
- c) responding to any claim that therein contained content is in violation of the rights of any third party;
- d) responding to requests for customer service; or
- e) protecting the rights, property or the personal safety of Boost Brazil, its visitors, users and members, including the general public.

Boost Brazil herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Boost Brazil or any other content providers supplying content services to Boost Brazil. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or

exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

GLOBAL COMMUNICATION

Upon registration, you hereby acknowledge that by using <https://www.boostbrazil.com/> to send electronic communications, which would include, but are not limited to, email, searches, instant messages, uploading of files, photos and/or videos, you will be causing communications to be sent through our computer network. Therefore, through your use, and thus your agreement with this TOS, you are acknowledging that the use of this Service shall result in global transmissions.

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all Brazilian rules relating to online conduct and that which is considered acceptable Content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to laws of Federative Republic of Brazil and possibly other countries.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

Boost Brazil shall not lay claim to ownership of any content submitted by any visitor, member or user, or make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for Boost Brazil the below listed worldwide, royalty-free and nonexclusive licenses, as applicable:

a) The content submitted or made available for inclusion on the publicly accessible areas of Boost Brazil's site, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Boost Brazil's site, and shall terminate at such time when you elect to discontinue your membership.

b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of Boost Brazil's site, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Boost Brazil 's sites and shall terminate at such time when you elect to discontinue your membership.

c) For any other content submitted or made available for inclusion on the publicly accessible areas of Boost Brazil's sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of Boost Brazil's sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both visitors and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

INDEMNITY

All users and/or members herein agree to insure and hold Boost Brazil, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party, which may arise from any content a member or user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Boost Brazil Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to Boost Brazil's sites.

MODIFICATIONS

Boost Brazil shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

TERMINATION

As a member of <https://www.boostbrazil.com/>, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to contact@boostbrazil.com.

As a member, you agree that Boost Brazil may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- a) any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
- b) by way of requests from law enforcement or any other governmental agencies;
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;
- e) any extended periods of inactivity;

- f) any engagement by you in any fraudulent or illegal activities; and/or
- g) the nonpayment of any associated fees that may be owed by you in connection with your <https://www.boostbrazil.com> account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with <https://www.boostbrazil.com/> shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered within <https://www.boostbrazil.com>;
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- c) the barring of any further use of all or part of our Services.

LINKS & SOURCED INFORMATION

Either Boost Brazil or any third parties may provide sourced information or links to other websites and/or resources. No warranty whatsoever is made that any of the content is accurate. There is absolutely no assurance that any statement contained at the site or any information from another source is correct or precise. The sources and referenced information on this site have not been verified, nor do they constitute any endorsement or guarantee. The information is provided for informational purposes only. It is your responsibility to evaluate the content and usefulness of materials or information obtained from other sites. We do not take any responsibility for inaccurate data or references. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third party sites or resources.

Furthermore, you acknowledge and agree that Boost Brazil shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

The site, all of its original content, and Boost Brazil's class materials are the sole property of Boost Brazil and are, as such, fully protected by the appropriate international copyright and other intellectual property laws.

You do hereby acknowledge and agree that Boost Brazil's Services and any essential software that may be used in connection with our Services shall contain proprietary and confidential material that is protected by applicable intellectual property rights and laws.

WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY

The existing content on Boost Brazil site, class materials, live videos or any learning materials may include inaccurate information and Boost Brazil does not make any promises, covenants, representations or warranties regarding the results users may achieve by using the information made available, taught, licensed or sold on the Boost Brazil website, and class materials. All information and services on the Boost Brazil site are provided “as is” without any conditions, warranties or other terms of any kind, and Boost Brazil excludes all representations, warranties, including without limitation, the conditions implied by law of satisfactory quality, fitness for a particular purpose and the use of reasonable care and skill, which, but for these terms of use might have effect in relation to the site.

By using the Boost Brazil site or services, you agree that, in any controversy or dispute between Boost Brazil and you, the maximum recovery that either party shall recover is limited to the amount you paid to Boost Brazil. This limitation of liability does not apply to your indemnity obligations set forth above.

Boost Brazil excludes all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party as a result of accessing this site or arising out of the use, inability to use, or the results of use of this site, or the materials, content or information contained herein.

Boost Brazil shall not be liable in any way or in connection with the use, inability to use, or the results of use of this site, for any loss or damages of any kind howsoever arising, including without limitation, any direct, indirect, special, punitive or consequential loss or damages or any loss of income, profits, loss of business, goodwill, data, information, or other loss or damages arising from or connected in any way with business interruption and whether or not any such loss or damages herein is foreseeable, known or foreseen or otherwise and whether in tort (including without limitation negligence), contract or otherwise.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Boost Brazil trademarks, copyright, trade name, service marks, and other Boost Brazil logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Boost Brazil. You herein agree not to display and/or use in any manner the Boost Brazil logo or marks.

JURISDICTION

Access to and use of the Boost Brazil Website and these Terms of Service are governed by the law in force in the Federative Republic of Brazil. By using the Boost Brazil Website and its Services from anywhere in the World, you agree that these terms and conditions of use constitute a legal agreement between Boost Brazil and the user/member. In order to use the Boost Brazil Website, User Content or the Boost Brazil Content, the user must state his or her agreement with such terms and conditions.

You claim, with the acceptance of this Agreement, be aware that we shall indemnify if you make bad use of our website or violates these Terms. Such claims are still due to our affiliates, if there is non-compliance with any of the above conditions.

In case of violation of the incoming legislation will apply to the 9610-98 comminations prescribed by law (copyright law), without prejudice to the application of the law 2848-40 (Brazilian Penal Code) and 10406-02 (Brazilian Civil Code).

It is hereby agreed that the courts of the City of Rio de Janeiro will have jurisdiction to over any action arising out of this contract. It should be noted that, you agree to submit to jurisdiction of such courts, and you agree to the exclusive selection of such courts as the venue for resolving disputes.

GENERAL TERMS AND CONDITIONS

These Terms and Conditions and the Privacy Policy constitute the entire agreement between the parties relating to the use of the Boost Brazil Website and supersede and replace any prior agreement or communication between you and Boost Brazil. Boost Brazil shall have no liability to you other than pursuant to these express Terms and Conditions.

We reserve the right, at our sole discretion, to change, modify or otherwise alter these Terms and Conditions at any time by posting the updated terms on the site. Your continued use of the site after such changes constitutes your acceptance of the new Terms and Conditions.

Please review this Agreement periodically. If you disagree with any of this Agreement or any changes to this Agreement, do not use, access or continue to access the site or discontinue any use of the Site immediately.

If you have any questions or suggestions concerning the Boost Brazil website, services or these Terms and Conditions, do not hesitate to contact us. Also, you can report any and all violations of this TOS to Boost Brazil, as follows:

Mailing Address:

Rua Voluntários da Pátria 48, Botafogo
Rio de Janeiro/RJ, Brazil
CEP: 22270-010

Telephone: +55 21 98702-9281

Email: contact@boostbrazil.com