

## Boost Terms of Use & Service

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Welcome to Boost - Stay in Motion. These Terms of Service ("Terms") constitute a legal agreement between you ("User," "you," or "your") and Boost Company Limited ("Boost," "we," "us," or "our") Reg. No. 120230047967. By accessing or using the Boost mobile application, or any related services (collectively, the "Services"), you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use the Services. Latest version available for download [here](#).

### Introduction

Boost Company Limited ("Boost", "we", or "us"), provides an online car sharing platform that connects rental companies & vehicle owners with travelers & locals seeking to book/rent those vehicles. Boost is accessible through the mobile app on both the App Store and Google Play Store. The Boost websites, blog, mobile applications, and associated services are collectively referred to as "the Services". By accessing or using the Services, including by communicating with us or other Boost users/vendors, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (these "Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and Boost.

### Acceptance of Terms

These Terms, together with the cancellation policy, applicable insurance terms and certificates, and the additional policies (together, the "Policies") constitute the "Agreement" between you and Boost (each a "Party" and together, "the Parties").

### Modification

Boost reserves the right, at our sole discretion, to modify the Services or to modify the Agreement, including these Terms, at any time. If we modify these Terms, we will post the modification on the Services. We will also update the "Last Updated" date at the top of these Terms. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your Boost Account within 30 days. If you choose to close your Boost Account, the previous effective version of these Terms will apply to you, unless you use the Services during the intervening 30 day period, in which case the new version of these Terms will apply to you.

### Use of the Services

### Eligibility

You must be at least 18 years old and possess the legal authority to enter into these Terms. The Services are intended solely for users who meet our eligibility requirements in the location where the vehicle is booked. Any use of the Services by anyone that does not meet these eligibility requirements is expressly prohibited.

### Requirements

You must be 19 or older to book a vehicle and have more than 2 years of sole driving experience with a valid driver's license to drive the vehicle type you have booked. We apply the following additional age requirements, vehicle restrictions, and fees based on your age at the time you book a vehicle, not the age you'll be when the trip takes place.

You must be 21 or older to book a vehicle with a total market value of more than \$20,000

You must be 23 or older to book any category vehicle apart from Economy, Hatchback, or Cargo Van.

These restrictions are at the extreme discretion of the Vendors that Boost partners with, and they will ultimately decide whether to accept your booking or not.

If you provide inaccurate information or deceive your age to rent any vehicle, you can be held accountable in a court of law and Boost will not be held liable for your attempts of misuse.

### Registration

To access certain features of the Services, you must sign up for an account with us (a "Boost Account"). You can create a Boost Account by providing us your first and last name, email address and/or mobile phone number, and creating a password or connecting through an account with a third-party site or service (including Apple, or Google). When you book a vehicle as a traveler, user, or guest ("user"), you provide us with certain additional information about yourself. Similarly, when you list a vehicle as a vehicle owner, rental agency, vendor, or host ("vendor"), you provide us with certain additional information about yourself and your vehicle(s) (if applicable). You must provide accurate, current, and complete information during the registration, booking, and/or listing process. You must keep your Boost Account up to date at all times. Based on information you provide, Boost may impose additional requirements for you to book a trip (e.g., providing a deposit, adding a second form of payment, buying a certain level of protection plan, or other requirements). You must upload a valid drivers licence where/when required on the booking/reservation page. By using the services, you warrant all information provided to be true, accurate, up-to-date, and complete.

### Verification

Where permitted, Boost has the right, but not the obligation, to undertake screenings, checks, and engage in processes designed to (1) help verify the identities or check the backgrounds of users, including driving history and driver's license validity and (2) verify vehicle details. Boost does not endorse any vehicle, user, or a user's background, or commit to undertake any specific screening process. Boost may in its sole discretion use third-party services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize Boost to request, receive, use, and store such information. Boost may permit or refuse your request to book or list a vehicle in its sole and absolute discretion. Boost may, but does not commit to, undertake efforts to ensure the safety of vehicles shared through the Services. We do not make any representations about, confirm, or endorse the safety, roadworthiness, or legal status of any vehicles beyond our policies that require hosts and third-party car rental companies to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, have a clean title, are insured with the correct type of coverage to undertake bookings from third-party users, not subject to any applicable safety recalls, and otherwise satisfy our vehicle eligibility requirements which we share with all vendors/hosts before they begin to use our services. If any damage or theft occurs on a vehicle listed on Boost, the vehicle owner(s) and the renter/host will be accountable and responsible to sort out or seek legal assistance accordingly. Boost is a third party booking platform, takes no

responsibility, and will provide no indemnity in any case of damage, theft, loss, injury, or any other forms of liabilities. Boost is simply a platform that connects the vehicle owner / car rental agency with the guest / user / driver. The driver verification process expects the information used to book the vehicle on the Boost app to be valid, accurate, and belonging to the rightful renter of the vehicle. Renters / users will not use information or identification belonging to anyone other than themselves. You hereby warrant all information provided to Boost to be accurate, true, up-to-date, and complete. If otherwise, or any false identification being provided, you will be held liable to the extent of the Law.

## Cancellation policy

### User cancellation

Users may cancel their trip through our mobile app, and the cancellation is effective immediately. Whether the User received a full refund, a partial refund, or receives no refund depends on the circumstances. The total amount refunded will depend on when the User cancels the trip, the length of the trip, and the trip type.

## Minimal fee cancellation period

BOOKING TIME	CANCELLATION PERIOD	FEE
> 1 week before pick up	> 72 hrs before pick up	0%
> 72 hrs before pick up	> 48 hrs before pick up	15%
< 72 hrs before pick up	< 24 hrs before pick up	30%
Any time before pick up*	< 12 hrs before pick up	50%*
Any time	Within 6 hrs from time of booking	0%

For booking periods greater than 6 days that are cancelled less than 12 hrs from pick up, you will only be charged the 50%\* fee if that amount is less than 3 days of the daily vehicle price. We will not claim a fee greater than 3 days, or 50% of the total payable amount (whichever is less). Users who book any period have 1 hour after booking time to cancel at no charge. If a booking is made for less than a 3 day period that is then cancelled < 12 hrs from pick up time, we will refund an amount at our sole discretion. If a user wants to cancel a booked trip, we encourage them to notify the operators as soon as possible via Boost helpline +260 777 323 946 and to process the cancellation themselves through the app. For all payments made through or outside the Boost app, any valid refund amounts are liable to transfer fees, and/or currency conversion fees

where applicable, and may take up to 21 business days to be processed, approved, and reflected in your bank account / dispatch account. Boost reserves the right, solely at our discretion, who we process and approve refunds to. Any attempts to defraud, misuse, or practice of ill-will are void of a refund.

#### Booking/Trip modifications

If a user requests a booking modification and the Vendor and/or Boost accepts, that modification does not reset the minimal charge cancellation period for the trip. It remains tied to the original booking time.

#### Cancellation for cleaning/disinfection concerns

Users may cancel free of charge and receive a full refund or a vehicle swap if, upon inspecting the vehicle at trip start, they have concerns that it has not been cleaned, and the Boost representative confirms the same. Users are only eligible for a refund or swap if they: do not accept the vehicle, do not receive the trip start notification, and immediately contact Customer Support to report the issue. Users are only eligible for a swap request if they contact customer support no more than 2 hours after the scheduled Pick up time. Helpline: +260 777 323 946.

#### No refund: Cancellations outside the free period and user no-shows

##### Cancellations outside the periods stipulated

If a user wants to cancel a booked trip, we encourage them to notify Boost via the contact button on the booking as soon as possible and to process the cancellation themselves through the Boost app. We'll issue no refund to Users who cancel in this manner and do not fall within the free cancellation period. For cancelled bookings that are longer than 6 days, we'll refund the user at our discretion. For bookings that are 3 days or shorter which are cancelled less than 12 hrs from pick up time, we are not liable to issue a refund of any amount to the user. All refunds are dependent on Vendors acceptance and policy, and it is ultimately the Vendors decision to refund any amount to the user after the Service Fees applied.

##### User no-show

If a User fails to cancel and doesn't show up for the pick up within 30 minutes of the scheduled pick up time, or if the information provided by a User fails to sufficiently allow for verification of the User or their license, it's a User no-show. A user who shows up for a booking with no license or ID, with an invalid license, or who send an additional driver not pre-approved, or another individual in their place who is not the name on the booking information is also a user no-show - unless otherwise authorised by Boost or the Vendor. Boost or the Vendor will cancel user no-show bookings, and we'll issue the no refund. For no-show bookings that are longer than 6 days, we'll refund the user at our discretion. For no-show bookings that are 3 days or shorter, we'll not refund the user.

##### Early returns

There are no credits/refunds issued for early returns, unless at the discretion of the Vendor.

##### Exceptions

Exceptions to the user refund amounts for cancellations outside the free period and for no-shows may apply in the event of a flight delay, flight cancellation, lost baggage issue, safety issues tied to vehicle cleanliness/road-worthiness, proof of providing valid verification photos or information at check-in, death or loss of the User, or other extenuating circumstances.

## Circumstances that require documentation

This policy may cover the circumstances listed below provided you submit documentation; this list isn't all-inclusive.

Death or severe illness of yourself or immediate family member. This includes spouse/partner, child, parent, legal guardian, grandparent, or sibling. Submit a death certificate, obituary, or news article naming the deceased.

Hospitalization that prevents you from being able to travel. Submit a physician statement confirming that you can't travel due to an unexpected, serious illness or injury.

Government-mandated obligations. These include, but aren't limited to, jury duty and military assignments, lockdowns. Submit a copy of the official notice for jury duty, court appearances, military deployment, or travel restrictions.

Airline travel interruptions. Submit documentation from the airline showing that your flight was cancelled or delayed. If your baggage was lost, provide documentation of a lost baggage delay.

## Cleaning the vehicle before returning

You aren't expected to clean the vehicle before returning it to your Vendor. That said, if you return the car in a condition that only could have been caused by irresponsible and/or abusive behaviour, your Vendor can report the issue. Our customer support team will review the evidence — if it clearly shows an eligible cleaning issue, we'll charge you a cleaning violation fee of \$250 plus a 5% processing fee. In some circumstances and at our full discretion, we may also remove you from Boost.

## Violations

A Vendor can report and charge a violation fee for the following eligible cleaning issues:

### Biowaste or bodily fluids

Spills or waste that requires cleaning inside of vents or between the door panel and window

Major stains or residue that covers a large area of the vehicle's interior and would require steam cleaning or a full detail

An extreme amount of caked-on mud, dirt, sand, or insects requires professional-level exterior detailing

Significant amounts of pet hair

### Exceptions

A host can't report or charge a violation fee for the following ineligible cleaning issues:

Small interior messes of items that can be thrown away, wiped up or vacuumed (e.g. food wrappers, beverage bottles, sand, dirt, crumbs)

Exterior dirt, mud, or sand that can be removed by a car wash

Water stains, minor food or beverage spills, or sticky substances on the vehicle's interior or exterior which can be cleaned with a basic wash

Unpleasant odours

Boost has a separate No smoking policy that permits Vendors to report physical evidence of smoking. If there's clear evidence that you or your passengers smoked in a vehicle, we'll charge a \$250 smoking violation

fee plus a 5% processing fee, and it may result in your account being closed by Boost. This is solely at our discretion and cannot be disputed by you.

### Damages

Should Boost suspect or become aware of the fact that the platform user is or may be contravening the provisions of this agreement and the covenant by the platform user that it will not unlawfully compete with Boost by poaching or otherwise seeking to solicit business based on the platform from Boost, the platform user shall be obliged to provide its fullest cooperation to Boost in establishing any breach of the provisions hereof.

### Late Payment

#### Late Payment Fee:

- a. The Customer acknowledges and agrees that timely payments are integral to the proper functioning of services provided by Boost.
- b. In the event of late payment, a late payment fee of 5% of the overdue amount will be levied for each day the payment is overdue. This fee is designed to reasonably compensate Boost for additional costs and inconveniences resulting from late payments.

#### Notification of Late Payment:

- a. Upon the occurrence of a late payment, Boost shall issue a written notification to the Customer. This notification will detail the overdue amount, the accruing late payment fee, and a reminder of the payment terms specified in the contract.
- b. Boost may provide a grace period allowing the Customer to rectify the overdue payment within a stipulated timeframe.

### Right to Suspend Services

- a. If payments remain overdue beyond the grace period without remedy from the Customer, Boost reserves the right to suspend services until such time as all outstanding payments, including late payment fees, are settled.
- b. The suspension of services will not absolve the Customer of their obligation to pay the outstanding amount and late payment fees.

### Legal Compliance and Applicable Laws in Zambia

- a. This late payment clause is drafted in accordance with relevant laws of Zambia, including but not limited to the Contract Act of Zambia.
- b. In the event of any dispute arising from late payments, both parties agree to resolve the matter in accordance with Zambian laws and submit to the exclusive jurisdiction of the courts of Zambia.

### Cumulative Rights

- a. The exercise of any right or remedy provided in this clause is without prejudice to any other rights or remedies available to Boost under this contract, at law, or in equity.

If the renter fails to return the vehicle at the agreed-upon time and date, the renter will be responsible for any loss of business incurred by the platform. The renter acknowledges that late returns may cause inconvenience to other renters and may result in the platform being unable to fulfill future rental requests. In the event that the platform suffers any loss of business due to a late return, the renter agrees to pay the

platform an amount equal to the lost rental revenue. The platform reserves the right to take legal action to recover any such losses.

Should it be established to Boost reasonable satisfaction that the Services user has breached any of its obligations under this agreement, Boost shall become entitled, as pre-liquidated damages, to a payment of the sum ranging from One Thousand United States Dollars to Six Thousand United States Dollars (\$1,000 - 6,000) in respect of each instance in which the platform user is found to have breached the terms hereof in respect of any Boost customer.

#### Consumer Report Authorization

When you attempt to book or list a vehicle, or at any time after where Boost reasonably believes there may be an increased level of risk associated with your Boost Account, you hereby provide Boost with written instructions and authorize Boost to obtain your personal and/or business credit report, and/or conduct a background check, including a criminal background check where permissible under applicable law.

#### Fees & Taxes

##### Fees

The fees we charge for using the Services and other cost structures will be itemized at checkout for users. You can verify the amount for your trip at checkout before you submit your booking request. When you provide Boost a payment method, you authorize Boost, or third-party service providers acting on behalf of Boost, to store your payment credential for future use in the event you owe Boost any money. You authorize Boost to use stored payment credentials for balances, including for Trip costs, vendor fees, and user fees (e.g., late/damage fees, security deposits, processing fees and claims costs, and related administrative fees). In some cases, our payment processors have arrangements with card networks to automatically update stored payment credentials whenever you receive a new card (e.g., replacing an expired card or one that was reported lost or stolen) and we will rely on such updates to stored payment credentials for balances.

You authorize Boost to charge any cards recorded on your account for all amounts due, including but not limited to, security deposits, admin fees, processing fees, usage fees, fines/penalties, deductibles, and damages, and you furthermore represent and warrant that you have the right to make this authorization. You will be responsible for the payment of usage fees from the start of your rental period until the time you return the car. You will be responsible for all of the costs relating to any citations and fines (e.g. tolls, parking tickets, towing fees, admin fees) incurred during the rental. Failing this and non-payment of a booking extension, failure to pay for damages, cross border crossings, you authorize Boost, its car owners, and 3rd party legal teams to charge 20% per month on any monies due and to take judgement against you with costs and without prior notice.

In addition, Boost coverage may not be available to you in the event you breach your obligations under this Agreement (e.g. if you drive a vehicle while under the influence of drugs or alcohol or otherwise violate any of the Boost user policies). Subject to the coverage and protection available to you, you acknowledge that you are fully responsible for any damage, losses or other liabilities relating to your rental activities through the Boost services. You agree that in the event damage is reported, Boost may immediately charge you up to the amount for the cost of repair, where no 3rd party was at fault, during the applicable rental period (i.e., "the

scheduled start time of renter's reservation", "booking" through to their return of the car to the owner), the renter is liable for the excess payment regardless of whether the accident/loss was caused by a 3rd party.

#### Collection of fees

Boost and its service providers will employ all legal methods available to collect amounts due, including the engagement of collection agencies or legal counsel. Boost, or the collection agencies we retain, may also report information about your Boost Account to credit/account bureaus. As a result, late payments, missed payments, or other defaults on your Boost Account may be reflected in your criminal record. In addition to the amount due, delinquent accounts or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts or chargebacks including, but not limited to, collection fees, convenience fees, and/or other third party charges. If you wish to dispute the information Boost reported to a legal entity, please contact [connect@boostco.net](mailto:connect@boostco.net). If you wish to dispute the information of a collection agency regarding your Boost Account, you must contact the collection agency directly.

#### Taxes

In certain instances, Boost may enable the collection and remittance of certain taxes from or on behalf of users or vendors (including, if applicable, Co-vendors), based on existing and future tax regulations, including marketplace facilitator or car sharing regulations. The amount of taxes, if any, collected and remitted by Boost will be visible to, and separately stated, to both users and vendors (including, if applicable Co-vendors) on their respective trip related documents and invoices. Where Boost is facilitating the collection and remittance of taxes, vendors are not permitted to collect the same taxes on the Services in relation to their vehicle rental.

#### Your commitments

You agree that you will always use your Boost Account and the Services in compliance with these Terms, applicable law, and any other policies and standards provided to you by Boost. You will not use any vehicles in any sort of illegal activities, and you will always drive in accordance with the laws that govern the Republic of Zambia when you rent a Boost vehicle..

#### Account Activity

You are, and will be solely responsible for, all activity that occurs through your Boost Account. Keep your Boost Account information, including your password, secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Boost Account, whether you have authorised such activities or actions. You will immediately notify Boost of any actual or suspected unauthorized use of your Boost Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your Boost Account unless you have reported unauthorized access to us.

If you make any false bookings, be advised you may be required to pay for any inconveniences caused to Boost and/or car rental agency/owner.

#### Boost Content and User Content License

Subject to your compliance with the provisions of these Terms, Boost grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any Boost and/or user content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise

under any intellectual property rights owned or controlled by Boost or its licensors, except for the licenses and rights expressly granted in these Terms. Doing so may lead to litigation.

#### User Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through the Services such as photographs of you and/or your vehicle(s), reviews, feedback, and descriptions of your vehicle, or trip. By making available any content on or through the Services, or through Boost promotional campaigns, you grant Boost a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of, or to promote or market the Services. Except as described above with respect to Boost photography provided to hosts, Boost does not claim any ownership rights in any such content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such content.

#### Copyright Protection

We respond to notices of alleged copyright infringement and terminate Boost Accounts of repeat infringers. If you think a user is violating your copyright(s) and want to notify us, you can find information about submitting notices here.

#### Google terms

Some areas of the Services implement Google Maps/Places mapping services, including Google Places API.

#### Prohibited activities

In connection with your use of or access to the Services, you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate any law, including:

- Breach, violate, and/or circumvent any local, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, airport regulations and tax regulations, licensing or registration requirements, or third-party rights
- Post false, inaccurate, misleading, defamatory, or libellous content
- Infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to Boost, or that comes from the Services and belongs to another Boost user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of Boost

Dilute, tarnish, or otherwise harm the Boost brand in any way, including:

- Through unauthorized use of the Services and/or user content

- Registering and/or using "Boost" or derivative terms in domain names, trade names, trademarks, or otherwise
- Registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to Boost domains, trademarks, taglines, promotional campaigns, or Boost and/or user content

Provide or submit any false or misleading information, including:

- False name, date of birth, driver's license details, payment method, insurance, or other personal information
- In relation to a claim (for example about damage to a vehicle)
- By registering for a Boost Account on behalf of an individual other than yourself or the company you represent
- Impersonating any person or entity, or falsifying or otherwise misrepresenting yourself or your affiliation with any person or entity

Fail to honor your commitments, including:

- Fail to pay fees, penalties, or other amounts owed to Boost or another user
- Fail, as either a user or partner, to timely deliver, make available, or return any vehicle and optional Extras
- Use the Services to find a secondary user, and then complete a transaction partially or wholly independent of the Services, for any reason including but not limited to circumventing the obligation to pay any fees related to the provision of the Services by Boost (aka, gray market transactions, which do not necessarily require the exchange of money)
- Transfer your Boost Account and/or user ID to another party without our consent
- Leave a vehicle unlocked or running with the keys inside, except where instructed to do so directly by Boost in certain limited circumstances
- Allow a third party to operate the vehicle unless otherwise stated by the car owner

Harm or threaten to harm users of our community, including:

- Harass, stalk, or defame any other Boost user or collect or store any personally identifiable information about any other user other than for purposes of transacting as a vendor or user in accordance with these Terms
- Engage in physically or verbally abusive or threatening conduct

- Use the Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, payment method details, or account numbers
- Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they are from, or when they were born. Discrimination of any kind is not tolerated in the Boost community
- Sue or assert legal claims against Boost or a Boost user in any manner prohibited or waived by these Terms

Use the Services for your own unrelated purposes, including to:

- Contact another Boost user for any purpose other than in relation to a booking vehicle, listing, or the use of the Services by such user
- Commercialize any content found on the Services or software associated with the Services, including reviews
- Harvest or otherwise collect information about users without their and our consent
- Recruit or otherwise solicit any user to join third-party services or websites that are competitive to Boost

Interfere with the operation of the Services, including by:

- Interfering with any other user's listings
- Using the Services in connection with the distribution or posting of unsolicited commercial messages (e.g., spam)
- Distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of the Services, or harm Boost or the interests or property of others
- Bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure
- Systematically retrieving data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise
- Using, displaying, mirroring, or framing the Services or any individual element within the Services, the Boost name, any Boost trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without the express written consent of Boost

- Accessing, tampering with, or using non-public areas of the Services, our computer systems, or the technical delivery systems of our service providers
- Attempting to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by Boost or any of our service providers or any other third party (including another user) to protect the Services
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive, or false source-identifying information
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services
- Endeavouring to circumvent a suspension, termination, or closure of your Boost Account or the account of another Boost user, including, but not limited to, creating a new Boost Account or listing vehicles affiliated with or registered to a Boost Account holder that has been suspended, terminated, or closed

#### Other legal matters

Violations. Boost has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law.

Boost reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that Boost, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community. If we believe you are abusing Boost, our users, or any other person in any way or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your Boost Account and access to the Services, remove hosted content, deny a damage claim, remove or demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using the Services. Additionally, we reserve the right to refuse or terminate access to the Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Boost only accepts each booking with customer Identification using either a Driver's License, and/or National ID. The user warrants accurate and up to date information of all documentation through the app which will be visible on your Boost System interface, and ultimately you will make the decision whether to accept the booking request with the details and identification provided. Boost will not be liable to ensure the validity, or accuracy of information provided.

#### Policy enforcement

When an issue arises, we may consider the user's performance history and the specific circumstances in applying our Policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

#### Communications with you

You agree that Boost may contact you by electronic means (e.g., electronic mail; notifications via Boost messaging; app notification) in lieu of any requirement for mailed notices. To contact you more efficiently, you agree that we may at times also contact you using autodialed or prerecorded message calls or text messages at your phone number(s). We may place such calls or texts to confirm your signup, provide notices regarding your Boost Account or Boost Account activity, investigate or prevent fraud, collect a debt owed to us or recover unpaid invoices, or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where Boost is required to obtain your consent for such communications, you may choose to revoke your consent. You agree that Boost may contact you on any day, at any time of day, and in relation with the above purposes or any other purpose related to your account.

You authorize Boost and our service providers, without further notice, to monitor or record telephone conversations or web chat interactions you have, or anyone acting on your behalf has, with Boost or its agents for quality control, training, or other purposes. You understand and agree that your communications with Boost may be overheard, monitored, or recorded. If you do not wish to have your call recorded, please contact us instead in writing through [connect@boostco.net](mailto:connect@boostco.net).

#### Non-disparagement

The Parties agree that they will not take any action that will harm the reputation of the other Party, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the other Party.

Insurance and protection plans. Boost is not a car rental company, nor an insurance company, and does not insure vendors or users. Vendor and user protection plans made available through the Services are in no way related. To be eligible for the benefits of a protection plan, vendors and users must comply with these Terms.

#### Specific terms for Users

The following sections also apply if you book a vehicle using the Services:

##### User commitments

As a user, you commit that you will be a legally licensed driver and provide proof to the vendor or via the Services of a current, valid driver's license. You will treat the vehicle and any applicable Extras well and will take all reasonable measures to return the vehicle and any applicable Extras on time and in essentially the

same condition as received. You will not allow anyone other than a person listed in the reservation details as an Approved Driver to drive the vehicle you booked, unless permission being granted by the vendor.

#### No right of withdrawal

Users have no right of withdrawal in relation to any transaction made. Users will not be granted a refund if for any reason they are unable to be at the agreed location of vehicle pick-up at the specified time. Further is stated in the cancellation policy.

#### User financial responsibility for physical damage to the vehicle

The user that booked the trip ("primary user") is financially responsible for all physical damage to, or theft of a booked vehicle that occurs during a trip, plus any additional costs and fees resulting from damage of any kind to the vehicle, regardless of who is found to be at fault. This responsibility applies whether the primary user has their own auto insurance or not.

Primary users may be insured against damage to the booked vehicle under their own automobile policies. When you book a vehicle on Boost, you agree that if any damage occurs to the booked vehicle during the booked trip, you will work with the vendor to which the vehicle belongs, to make a claim for coverage under any policy of insurance that applies to the loss.

The primary user can limit the amount they are obligated to pay out of their own pocket in the event there is damage to the booked vehicle during the booked trip by choosing a protection plan on the Services (eg. Comprehensive Insurance), though that will be at the discretion of the insurance company. The limitation on the amount a primary user may have to pay out of pocket included in any protection plan only applies (1) if the primary user and any Approved Driver abide by these Terms and (2) to physical damage that is not mechanical or interior damage.

#### Auto liability insurance and legal liability protection

Vendor hosts offering a vehicle for sharing on the Services cannot offer you comprehensive insurance unless they own a registered car rental business.

#### Use of the vehicle

When you book a vehicle on the Services, you must use the vehicle only for your personal use and not for any commercial purposes (e.g. driving other passengers for a fee such as through a taxi/ride sharing service, delivering food or other packages) unless you have express written permission from the Vendor in advance or as otherwise described here. You may not access a vehicle until the trip start time and you must return the vehicle on time and to the correct location. You must present the Vendor with a current, valid driver's license. You must exercise reasonable care in your use of the vehicle. You are always required to operate the vehicle safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. In the event Boost has any concern about your use of a vehicle, Boost may terminate your trip at its discretion at any time and require the return of the vehicle, including recovering the vehicle on behalf of the Vendor, as well as a remote switch off. You are required to wear seat belts during the operation of the vehicle and to require that all of your passengers wear seat belts. You are also required to meet any laws or regulations concerning child safety seats and other protections for children. You must not leave the car unlocked or with the keys unsecure (such as in the ignition). You must not engage in any prohibited uses with any vehicle you book through the Services. The prohibited uses list is not meant to be

exhaustive. If you have any concerns about your planned use, please contact [connect@boostco.net](mailto:connect@boostco.net). If you misuse a vehicle, you will be fully financially responsible for any related claims, loss, or damage, and your protection plan may be voided. Users also acknowledge that using a vehicle in a prohibited manner or otherwise breaching the Agreement may lower available liability coverage to legal minimum limits, or nullify coverage, and may furthermore nullify any comprehensive or collision protection and/or protection plan. Boost uploads PNG and/or JPG/JPEG images of vehicles to the Services to maintain uniformity. You understand slight differences may occur with the digital/virtual images of the vehicles, and how they match with the actual vehicle being represented. Boost will ensure the accurate Make and Model of the vehicle being displayed, with a 3 year margin of the exact year of the vehicle, but cannot guarantee accuracies with special features, colour, additional options, custom parts, etc. You understand that this does not warrant a refund, return, cancellation, or any sort of replacement due to these inaccuracies with the vehicle specifications, unless you have added an optional extra by paying an additional fee. If the Year, Make, and/or Model have been greatly misrepresented, with no sufficient reason being given by Boost, and it gravely affects your travel plans/expectations and experience, you can request a replacement and Boost will source a similar suitable vehicle for you, should a more suitable vehicle be available. The mileage included during your rental period is displayed on the app. If you go over this daily allowed mileage, you may be charged a per kilometer fee which is at the Vendor's discretion to set, which you accept when agreeing to the In-app Terms & Conditions. This fee typically ranges between \$0.25 - 2.00 / KM over the daily limit. This amount will be deducted from the refundable deposit you pay to Boost and/or to the Vendor. If this Mileage surcharge fee exceeds your deposit amount, you will be required to cover the fee in addition as necessary.

#### Chargebacks

If our banking institution and/or we are liable to fees payable by transacting any payments with you, this chargeback is remitted to you unless otherwise stated.

#### Telematics notice and release

Vehicles booked on Boost may have features or an on-board device that may monitor the state of the vehicle from moment to moment, during a trip. The non-personal information collected by the features or on-board device may include, for example, a vehicle's condition; damage and accident records; performance, operation, and diagnostic data; and information on mileage, acceleration, velocity, fuel consumption, fuel level, tire pressure, odometer, location and direction, and other vehicle information ("Vehicle Data"). Use of the features or on-board device is subject to the terms and conditions posted by the vehicle manufacturer or technology provider, which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. Unless prohibited by law, you authorize the use or disclosure of or access to the Vehicle Data and you shall inform any Approved Driver and passengers of the terms of this section. You release the Vendor and agree to indemnify, defend and hold harmless Vendor, operator of the features or on-board devices, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation you, an Approved Driver, and passengers) or property caused by failure of the features or on-board device to operate properly or otherwise arising from the use of the feature or on-board device by you, an Approved Driver, or passengers. Boost does not claim any responsibility in the event of a malfunction of such devices, as the device belonging to the vendor cannot be within our jurisdiction of control.

### Condition of the vehicle and optional Extras

You understand that third parties own the vehicles and some Extras offered through the Services. Boost may offer added extras as well. Each Vendor is responsible for complying with all legal requirements (including ensuring the vehicle is registered and insured) and maintaining their vehicle(s) in safe and roadworthy condition. Please complete a visual inspection before you begin your use of the vehicle. You also understand that the vehicles you book on the app may differ slightly from the vehicle that you are dropped off with. This may include a difference in year (up to a maximum 3 year margin), model, make, colour, trim, or any other specification or feature of the vehicle. If you find damage in your initial inspection, you should upload photos of such pre-existing damage to the Boost helpline at the start of your reservation as described here to ensure you are not held responsible for pre-existing damage. If you find damage on your initial inspection and fail to report it, Boost, third-party administrators, Vendors, or insurance partners, may assume that the damage occurred during your reservation period. If, after your initial inspection, you believe that the vehicle is not safe to drive, please do not use the vehicle; instead, please contact the Boost team immediately at +260 777 323 946.

### No responsibility for shared vehicles or personal belongings

You acknowledge that Boost is not responsible and shall not be liable for the safety, roadworthiness, or legal status (e.g. whether the vehicle is legally registered or the subject of a stolen vehicle report) of any vehicles shared via the Services beyond our policies that require Vendors to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, not subject to a missing or stolen vehicle report, have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written off), not subject to any applicable safety recalls, and otherwise satisfy our vehicle eligibility requirements. You also acknowledge and agree that neither Boost nor Vendors are responsible for lost or stolen property left in any vehicle or taken or damaged during a trip.

### Incident reporting

Whether you elected for a protection plan when booking your trip via the Services or not, you must immediately report any damage to the vehicle you are using to Boost at [connect@boostco.net](mailto:connect@boostco.net), or +260 777 323 946, if there has been a collision, you must also make a report to the police. If there has been a collision with significant vehicle damage (e.g. more than \$2,000), you must also make a report to the police. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide the Vendor or third-party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by the Vendor, third party claims administrators, or insurers. After an incident involving anything more than minor vehicle damage (e.g., small dent or scratch), you may not continue to use the vehicle unless you have the explicit permission of Boost staff. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any protection plan received via the Services, and may incur extra fees.

### Vehicle theft

The following conduct may result in the reporting of the vehicle you have booked as stolen to law enforcement, possibly subjecting you and any other driver to arrest, and civil and/or criminal penalties, and the voiding of your protection plan:

- If you fail to return the vehicle you booked at the time and place agreed upon with the vendor and/or designated in your reservation
- If you do not return the vehicle by the end of the reservation period and you have not properly obtained an extension of the reservation through the Services as set forth here
- If the vehicle is returned to any place other than the return location on the reservation or agreed upon with the Vendor. Any damage to, or loss or theft of, a vehicle occurring prior to the Vendor or Boost inspecting the vehicle upon return at the end of the reservation is the users responsibility
- If you misrepresent facts on the Services or to the Vendor pertaining to booking, use, or operation of vehicle
- If the vehicle's interior components, and the mandatory safety equipment, are stolen or damaged, or the vehicle itself is stolen or damaged when the vehicle is left unlocked or running or unattended with the keys not secured during reservation period
- If you fail or refuse to communicate in good faith with the Vendor, police, Boost, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fail to cooperate in the investigation of any accident or vandalism
- If the vehicle is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license, whose driver's license becomes invalid during the reservation period, who has obtained the keys without permission of the Vendor, or who misrepresents or withholds facts to/from the Vendor or Boost material to the booking, use, or operation of vehicle

The primary user who books the reservation is responsible for any private investigation costs Boost deems necessary to recover a vehicle that is not returned. In addition, a \$500 case administration fee will be imposed on the primary user if Boost and/or the Vendor has to report a vehicle as stolen to law enforcement due to it not being returned.

#### Repossession

Boost, a hired agent of Boost, or the Vendor may repossess any vehicle booked through the Services without demand, at the users expense, if the vehicle is not returned by the end of the reservation, is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

#### Missing Vehicles

If a vehicle you have booked through the Services goes missing and/or is stolen during the reservation period (or extension period), you must immediately return the original remote and/or ignition key to the Vendor or Boost staff, file a police report immediately after discovering the vehicle is missing or stolen, but in no event more than 12 hours after discovering it has gone missing, and cooperate fully with the Vendor, law enforcement, Boost, and other authorities in all matters related to the investigation.

#### Specific terms for Vendors/Hosts

The following sections also apply if you list your vehicle through the Services:

##### Vendor commitments

As a Vendor/Host, you commit that you will provide a safe and legally registered and insured vehicle, with current license plates, with a clean (non-salvage/branded/written off) title, and in good mechanical condition. You will provide such a vehicle on time but only to a User who is listed on the Services as an Approved Driver for the trip. Other than what is required for you to verify a users driver's license and payment (if a user has

not already pre-paid Boost directly), you will not collect any information or documentation from your user/guest at check-in. You commit that your listings will be complete and accurate and you will honor all representations made in your listings, including honoring the price quoted to a guest. In the event of a vehicle swap, you will not require a user to accept a higher priced vehicle or force an unwanted vehicle upgrade. You will not cancel a booking for the purpose of seeking a higher price from a user. You will not offer any vehicle or optional Extra that you do not yourself own or have authority to share or that may not be shared for compensation pursuant to the terms and conditions of any agreement with a third party, including, but not limited to, a lease or financing agreement. If your vehicle is subject to a lease, loan, or other financing agreement, you must confirm sharing your vehicle on Boost does not violate the terms of the contract with the lienholder. You will not offer any Extra that is not safe, clean, and acceptable for the use it is intended. You will not offer any vehicle that is the subject of a missing or stolen vehicle report. You will not offer any vehicle that is the subject of a safety recall without first properly addressing the matter subject to the recall. You will not offer a vehicle that is not roadworthy in the location where it is shared, and it will not have any illegal modifications to any part of the vehicle. You will remove any firearms or other weapons from your vehicle prior to providing it to a user, and any other personal belongings that are not included with the vehicle. You will repay loans and dues related to your Boost partnership on time and in full. When you direct Boost to retrieve your account information from third parties, including but not limited to toll agencies, you grant Boost a limited power of attorney to access the third-party services to retrieve such account information; Boost will be acting as your agent and will not be acting on behalf of the third party. You will not reject bookings for any reason other than emergencies that come up with regards to the vehicle condition. If you reject more than 2 booking requests per week with no valid reason or confirmation from Boost, you may be liable to a fee that is 15% of the total booking amount of each request. This will be determined by Boost with reasons for cancelling being sufficient to which you were not able to accept the booking request.

#### Vehicle information given at listing; listing conditions

When you sign up for Boost, you will identify passenger vehicle(s) that you want to list for sharing through the Services. Each vehicle must meet the requirements found here. You may only use the Services in connection with vehicles that you own or otherwise have all the necessary rights and permissions to share for compensation. If the vehicle you list on the Services is enabled with a device or OEM technology capable of determining location of the vehicle, collecting telematics data, disabling technology, or image capturing you agree to comply with the requirements for tracking and technology devices and applicable law.

#### Listing only on the Services

Any vehicle you list on the Services must be exclusively listed on the Services. You cannot list any vehicles you intend to share on the Services on any other car sharing marketplace, including any social media platform. Failure to abide by this condition may result in fines, penalties, denial of physical damage claims, removal of the vehicle from the Services, account closure, or other action, in Boost's sole discretion. Learn more about this policy here.

#### Exclusivity policy

This policy lays out the vehicle listing restrictions that apply to Vendors, whose participation on Boost ties them to this agreement.

#### Policy

Vendors who list a vehicle on Boost are agreeing to share it only on Boost. Vendors may not list a vehicle that's currently listed on any other car sharing platform nor may they list their vehicle on any other car sharing platform once they've listed it on Boost. Vendors also are strictly prohibited from contacting a User with the intention of taking the booking off the app, in order to cut Boost out of the transaction. This is against policy and will result in a fine no greater than \$250.

#### Exceptions

When their vehicle isn't booked on Boost, hosts / vendors may use it for ride sharing, delivery services, or other personal uses.

#### Violations

##### Enforcement

Boost monitors listings, trips, and communication to ensure Vendor Compliance with this policy. If we discover a vehicle listing that violates our policy, Vendors can expect the following:

1st documented offense – We'll contact and warn you that you're in violation of this policy. We'll instruct you to remove your vehicle from the other car sharing platform. We'll also ask that you uninstall any connected hardware in your vehicle.

2nd documented offense – We'll restrict your account. We'll ask to see email confirmation that you've removed the connected device and a screenshot of your deactivated listing/account. You must sign an agreement to abide before we can remove the vehicle restriction.

3rd documented offense – We'll remove you from our platform.

##### Consequences

Should a Vendor fail to follow with this policy, Boost may, at its sole discretion:

- charge a violation fee
- levy penalties
- deny a physical damage claim
- remove the vehicle from the platform
- close the Vendors account
- take other actions

#### Boost photography

Boost may offer Vendors the option of having photographers take photographs of their vehicles("Images"). You alone are responsible for using the Images in connection with your Boost listing and you agree that you will cease using the Images if they no longer accurately represent your vehicle. You agree that Boost is the sole and exclusive owner - or exclusive licensee, as allowed by applicable law - of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, including right of publicity, worldwide, in the Images regardless of whether you include them in your listing, and you shall take no action to challenge or object to the validity of such rights or Boost's ownership or registration thereof. You acknowledge that Boost may use the Images for advertising, marketing, commercial, and other business purposes in any media or platform, whether in relation to your listing or otherwise, without further notice or compensation. Further, you waive any and all rights to royalties or moral rights you may have in the Images. If you use the Boost photography program, you agree that you will not use the Images in connection with sharing your vehicle on any platform, website, or application other than Boost. At Boost's request, you will

execute documents and take such further acts as Boost may reasonably request to assist Boost to acquire, perfect, and maintain its intellectual property rights and other legal protection in the Images. Boost uploads PNG images of vehicles to the Service to maintain uniformity. You understand slight differences may occur with the digital/virtual images of your fleet, and how they match with the actual vehicle being represented. Boost will ensure the accurate Year, Make, and Model of the vehicle being displayed, but cannot guarantee accuracies with special features, colour, additional options, custom parts, etc.

#### Vehicle availability

Once a reservation is booked, you must make the vehicle available or deliver the vehicle as expected by the user. If you offer the user the option to pick up your vehicle at a persistent specified location, you must supply the location of the vehicle accurately to Boost and ensure that the vehicle is available at that location at the beginning of the reservation period. In order to qualify for available protection plans, you must verify that a prospective user has a current, valid driver's license before you provide the user your vehicle, and ensure the driver's license matches the name on the reservation and that the person picking up the vehicle appears to match the photograph on a facially valid driver's license.

#### Pricing, earnings, and payments

You will have the ability to set and revise the vehicle's pricing as you choose. Boost will pay you the amount collected from users that book your vehicle, less the applicable fees payable to Boost. A description would be provided to you upon your agreement start with Boost of the fees associated with your Boost account. To the extent you owe Boost money for any reason, Boost also reserves the right to deduct those amounts from your earnings payment, debit your bank account, charge any of your payment methods on file, and/or send you an invoice. Boost maintains a policy to ensure you are paid within 24 hours of fee collection from the user minus the 20% service fee. This does not include the time in waiting for the payment to be received. The 24 hour period is for Boost to send you the amount due, and does not account for bank or third party transfer delays. All refunds requested by a user for early returns are at the discretion of Boost and you understand that if a user does schedule an early return, you have the right to keep the fees associated with 50% of the remaining period.

#### Payment Processing

In some countries, payment processing services are provided and subject to their Agreements, you agree to be bound by the Terms of these payment processors, which may be modified from time to time. You also agree that Boost is not liable in cases where a payment processor processes a payment late or makes a mistake relating to a payment or a payment hold. As a condition of Boost enabling payment processing services through any platform, you authorize Boost to obtain all necessary access and perform all necessary activity on your Connected Account to facilitate booking of your vehicle. You further agree to provide accurate, complete, and updated information about you to Boost and Payment Platform. You acknowledge that Boost and the Payment Platform are unrelated entities. You authorize Boost to share such information and transaction information with Payment Platforms for the purposes of facilitating the payment processing services. Boost reserves the right to switch payment processing vendors at its discretion.

#### Airport delivery; personal vehicle sharing regulations

Some airports where you offer delivery may take the position that you must have a permit to use airport premises and remit fees. While Boost does not believe that rental car permits should apply to peer-to-peer car sharing, not all airport authorities agree with this position.

There is personal vehicle sharing legislation that may apply to you. More information is available [here](#).

### Maintenance

You are required to regularly check your vehicle for any defects in its operations or safety. You promise that, at all times, your vehicle will be in safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements, including any required safety inspections. You will only list vehicles with a clean, non-salvaged, non-written off, non-washed, and non-branded title. You agree to respond to any applicable recall or similar safety notices and to complete any recommended action before allowing your vehicle to be booked. In addition, if Boost believes that your vehicle does not conform to reasonable standards, Boost may notify you and reserves the right to remove or decline listing your vehicle until its concerns have been resolved. Boost may, but does not commit to, undertake efforts to ensure the safety of vehicles booked through the Services.

### Vendor teams permissions

By adding a Co-Manager to a Vendor account, you represent and warrant that each such Co-Manager is authorized by you to act on your behalf and bind you, consistent with the level of permission granted in the Vendor tools. You are responsible for the permissions you set for each Co-Manager and the authority you grant them in using the co-Vendor tools for a vehicle listing. If you share your login details and password, Boost is not liable to any decisions made by anyone who accesses the system.

### Obligations of Vendors and Co-Managers

You are responsible for your own acts or failures to act. To the maximum extent possible under applicable law, you are responsible for the acts and failures to act of your Co-Managers when acting as service providers to you. You are responsible for complying with laws, rules, and regulations that apply to the services. These may require you to obtain a permit or license before providing services or may classify a Co-Manager as an employee of a Vendor. In no cases are Vendors or Co-Managers employees of Boost. You represent and warrant that you and those who work with you have all necessary permits, licenses, and/or insurance required.

### Relationship of Vendors

Any agreement between a Vendor does not create an employment, agency, or other service relationship between Boost and any Vendor. A Vendor cannot create an agreement that conflicts with the Agreement or expands Boost's obligations or restricts Boost Rights under the Agreement. Boost has no control over your conduct and is not obligated to mediate disputes between Users and Vendors, or among Vendors. Any liability arising from or related to any agreement between Vendors and Users is disclaimed by Boost to the maximum extent permitted by law. As with any damages, to individuals or belongings.

### Reporting vehicle damage

If you did not decline a protection plan made available via the Services, and you believe that a User has caused any damage to your vehicle, you are required to report that damage as soon as you become aware of it (and in any event, no more than 12 hours after the scheduled end of the trip) and to provide reasonable cooperation in the investigation of the damage so that it can be eligible for coverage. Based on the investigation, Boost or third-party claims administrators will reasonably determine whether the damage occurred during the reservation period and is eligible for coverage. If Boost is not given prompt notice as

described in this paragraph, or if you do not provide reasonable cooperation in the investigation by Boost or third-party claims administrators, we may not be able to determine the cause. In that case, you agree that we may decline any reimbursement or coverage for such damage.

#### Auto liability insurance and legal liability protection

Each Vendor has their own insurance coverage plans. It is up to the discretion of the users to ensure they rent vehicles with coverage that abides by their use cases, and within their legal rights. Boost advises all Vendors to have comprehensive coverage on all their vehicles and will not be liable if they choose otherwise.

#### Physical damage protection

The protection plans available address protection for physical damage to your vehicle in the event of a collision and comprehensive events during the trip, subject to terms and exclusions.

Exclusions to physical damage reimbursement and coverage. Protection plans selected by hosts on the Services do not apply to:

- Optional extras or personal property, including aftermarket installations (e.g., equipment racks), that are taken from your vehicle or damaged during a trip. Remove all personal property before making your vehicle available for a reservation
- Normal wear and tear to your vehicle

If you violate the Agreement, these Terms, or any of our Policies or if you submit inaccurate information about your vehicle when listing it on the Services (for example, falsely represent the make, model, or year of the vehicle), any protection plan you selected will be voided. A protection will be voided under this provision even if the underlying circumstances are not directly related to the damage or harm at issue. You acknowledge that these provisions are material and that they serve to ensure your compliance. In the event your protection plan is voided, the remainder of the Agreement, these Terms, and Policies remain in effect.

#### Other Vendor-specific insurance matters

You will maintain valid and up to date registration information and proof of insurance in any vehicle you share on the Services. You must maintain your own auto insurance policy for any vehicle you list on the Services and such policy must meet any minimum insurance levels required by law. You may need additional insurance coverage, including physical damage coverage, if you share a vehicle subject to a lease or loan. You agree to provide Boost with information regarding your auto insurance policy as may be requested and to keep such information up to date. You must display your vehicle fitness, road tax, and insurance on the windshield as expected by law in the Republic of Zambia.

#### Missing vehicles

If you selected a protection plan via the Services and your vehicle goes missing, is not returned, and/or is stolen during the reservation period (or extension period), you, as the Vendor, you must immediately contact a Boost representative and follow his or her instructions, including cooperating with Boost, the police, and any other authorities in all related to the investigation of the theft. If you are instructed by Boost to file a police report, you must do so within 12 hours of receiving those instructions..

#### Dispute resolution

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS A MANDATORY ARBITRATION PROVISION AND THEREFORE AFFECTS YOUR RIGHTS AND GOVERNS HOW CLAIMS YOU AND BOOST HAVE AGAINST EACH OTHER ARE RESOLVED.

Subject to applicable law, the Parties agree that any disputes or claims between us relating in any way to, or arising out of, this or previous versions of these Terms, your use of or access to the Services, or any breach, enforcement, or termination of the Agreement will be resolved in accordance with the provisions set forth in this Dispute resolution for Vendors and Users.

#### Pre-arbitration dispute resolution

Should a dispute or claim arise between Vendor and User, you and Boost agree to notify the other Party of the nature of the dispute or claim prior to initiating arbitration, and the Parties will attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact us by email at [connect@boostco.net](mailto:connect@boostco.net). Please provide your name, phone number, email, office/home address, and briefly describe both the nature of your dispute and the relief you would like from Boost. If the Parties (Vendor and User) are unable to resolve the claims described in the notice within 30 days after the notice is sent, then the Party intending to pursue arbitration agrees to notify the other Party via email prior to initiating the arbitration. Any settlement offer made by you or Boost shall not be disclosed to the arbitrator. Boost takes no responsibility of any loss or damages to vehicles or person(s), thus cannot be pursued in any cases that require arbitration or the court of law. The Vendor and User will be advised to settle between and amongst themselves, with Boost being separated and free from all litigation as Boost is simply the booking platform on which the transaction took place.

#### Agreement to Arbitrate

The Parties each agree that any and all disputes, claims, or controversies that have arisen or may arise at any time between themselves (including its respective subsidiaries, employees, officers, directors, agents, third-party insurance brokers or products, and third-party claims administrators) and/or any other Boost user will be resolved by binding arbitration according to the procedure set forth below. For the purpose of this Agreement to Arbitrate, "disputes," "claims," and "controversies" shall have the broadest possible meaning that will be enforced and includes, any and all disputes and/or claims that arise out of or in any way relate to your relationship with Boost, including but not limited to: (1) your use of the Services, (2) the Agreement, these Terms and/or this Agreement to Arbitrate, including the interpretation, validity, enforceability, or scope of this Agreement to Arbitrate, or (3) your use of, or access to the Services, and anything sold, offered, or purchased through the Services (such as booking, listing, or sharing a vehicle). Through this Agreement to Arbitrate, and subject to the below exceptions, the Parties intend to arbitrate all disputes or claims regardless of whether they are based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory and regardless of whether they arose or accrued before the Parties entered into this Agreement to Arbitrate. For avoidance of doubt, the Parties expressly agree that this Agreement to Arbitrate encompasses all disputes or claims pertaining to the validity, enforceability, or scope of this Agreement to Arbitrate and any such disputes or claims will be referred to binding arbitration and will be resolved by the arbitrator and not a court.

Exceptions to Agreement to Arbitrate The only exceptions to this Agreement to Arbitrate are as follows:

Disputes or claims that can be brought in small claims court

Injunctive or equitable relief to prevent the actual or threatened infringement, misappropriation, or violation of a Party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. However, the Parties agree that any court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues

Any cause of action or claim for relief which cannot be arbitrated as a matter of applicable statute or public policy. However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues

In the event Zambian law is found to apply to this Agreement to Arbitrate, any remedy of public injunctive relief (i.e., injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public). However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of arbitrable claims, causes of action, or issues

#### Arbitration procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

The arbitration will be conducted by a public or private arbitrator in accordance with the Arbitration Rules and Procedures effective at the time a claim is made. Each party will bear their own litigation fees, and agrees to not pursue Boost in any manner. Should a dispute occur, the Vendor and user will pursue litigation amongst themselves.

In all cases in which a live hearing is requested or required, you may attend by video or phone. To the extent a location must be established for the arbitration, it shall be held in the city in which you reside or at another mutually agreed location.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same Boost user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Where permitted, the Parties agree that all communications, evidence, and rulings in the arbitration will remain confidential, except as reasonably necessary to enforce or implement such rulings or this Agreement to Arbitrate.

Costs of arbitration. If you initiate arbitration proceedings, you will be responsible for all costs. Where the relief sought is \$25,000 or less (not including attorneys' fees and expenses), you will be responsible for the initial filing fee, and Boost will not cover any additional fees or costs. Where the relief sought is \$25,001 or more (not including attorneys' fees and expenses), you will cover all arbitration fees, unless otherwise stated in these Terms.

#### Severability

With the exception of the provisions in the below section “Prohibition of class and representative actions and non-individualized relief,” if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid or unenforceable, the other parts of the Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in the section “Prohibition of class and representative actions and non-individualized relief” is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of the Agreement, these Terms, and dispute resolution section will continue to apply.

Right to opt-out of arbitration; procedure. IF YOU ARE A NEW BOOST USER, YOU CAN CHOOSE TO OPT-OUT OF THE AGREEMENT TO ARBITRATE BY EMAILING US AN OPT-OUT NOTICE TO [connect@boostco.net](mailto:connect@boostco.net) ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED WITHIN 30 DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME OR THE COMMENCEMENT OF YOUR FIRST TRIP ON BOOST AS A USER OR VENDOR, WHICHEVER DATE IS EARLIEST. In order to opt-out, you must email your full name, address (including street address, city, state, and zip/postal code), and email address(es) associated with your BOOST Account. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other provisions of the Agreement will continue to apply to you,

Future amendments to the Agreement to Arbitrate. Notwithstanding any provision in these Terms to the contrary, the Parties agree that if Boost makes any amendment to the Agreement to Arbitrate in the future, that amendment shall not apply to any claim that you filed against Boost prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between the Parties. If you do not agree to the amended terms, you may close your account within 30 days of our posting or notification and you will not be bound by the amended terms; provided that the Parties will arbitrate any dispute in accordance with the provisions of the Agreement to Arbitrate as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms). Once you have submitted a valid Opt-Out Notice to Boost, you do NOT need to submit another one when these Terms are subsequently updated. Your first Opt-Out Notice will serve as a valid as to future versions of these Terms.

Prohibition of class and representative actions and non-individualized relief

THE PARTIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, WHETHER IN COURT OR ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT OR ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE COURT OR ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS, SUBJECT TO THE ABOVE EXCEPTION ALLOWING PUBLIC INJUNCTIVE RELIEF TO BE SOUGHT IN COURT BUT ONLY IF THAT EXCEPTION IS FOUND TO APPLY.

Governing law. The parties agree that the substantive laws of the Republic of Zambia apply to these Terms and the Agreement without regard to conflict of law provisions.

## Termination

You may discontinue your use of the Services at any time and Boost may terminate your access to the Services and remove any listings for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release a Party from any obligations it incurred prior to the termination and Boost may retain and continue to use any information, including but not limited to photography, previously provided by you. Termination of the Agreement will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under the Agreement and/or any fees due, and all of those terms will survive any termination of the Agreement.

## No vehicle transfer or assignment

Except as otherwise provided herein, users and vendors agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any right or interest in a vehicle or optional Extras shared through the Services.

## Disclaimers

BOOST PROVIDES SERVICES THAT ENABLE THE HIRING AND SHARING OF VEHICLES AND OPTIONAL EXTRAS BETWEEN VENDORS AND USERS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, BOOST DOES NOT ITSELF PROVIDE VEHICLE SHARING, RENTAL SERVICES, AND/OR INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS SERVICES, THE MANUFACTURER OF THE VEHICLE OR ANY OPTIONAL EXTRAS, OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-VEHICLE GPS OR OTHER SYSTEMS). THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, BOOST EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Boost makes no warranty that the Services, including, but not limited to, the listing and/or any vehicle or optional Extra, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Boost makes no warranty regarding the quality of any listings, vehicles, Vendors, Users, Extras, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services. No advice or information, whether oral or written, obtained from Boost, or its service providers or through the Services or content, will create any warranty not expressly made herein.

## Limitation of liability and waiver

EXCEPT WHERE PROHIBITED BY LAW, YOU WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST BOOST AND ANY OF ITS SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS (INCLUDING THIRD-PARTY ADMINISTRATORS, INSURANCE PRODUCERS, AND INSURANCE PROVIDERS), OR EMPLOYEES (TOGETHER, THE "BOOST PARTIES") AND ANY BOOST USER FOR ANY DAMAGES OR LOSSES, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING: (1) VEHICLE AVAILABILITY (E.G., A VEHICLE NOT BEING AVAILABLE OR RETURNED WHEN IT WAS SUPPOSED TO BE), (2) PROBLEMS WITH A VEHICLE (E.G., ANY MALFUNCTION OF OR DEFICIENCY WITH A VEHICLE), (3) VEHICLE WARRANTY OR INSURANCE ISSUES (E.G., ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY ASSOCIATED WITH THE VEHICLE), (4) THE LEGAL OR LICENSE STATUS OF A

VEHICLE, VENDOR, OR USER, (5) THIRD PARTY ASSESSMENTS OF A VEHICLE'S VALUE, OR (6) ANY ACTION OR INACTION OF A VENDOR OR USER

YOU AGREE THAT NEITHER BOOST NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR CONNECTION WITH THE FOLLOWING: (1) THE AGREEMENT, (2) THE SERVICES (INCLUDING LISTING OR BOOKING OF ANY VEHICLE OR OPTIONAL EXTRA VIA THE SERVICES), OR (3) INABILITY TO USE THE SERVICES. YOU AGREE THAT THE SERVICES ARE NOT EXEMPT FROM ATTACKS OR HACKING IN WHICH YOUR DATA MAY BE COMPROMISED TO EXTERNAL PHISHING ATTACKS, OR HACKERS, THUS YOU AGREE THAT BOOST IS NOT LIABLE FOR THE SAFETY AND SECURITY OF YOUR DATA.

Except for our obligations to pay amounts to applicable Vendors pursuant to these Terms, including an approved payment request or claim under a protection plan or applicable insurance policy, in no event will the Boost Parties' aggregate liability arising out of or in connection with the Agreement or your use of the Services, exceed the greater of (1) the amounts you have paid or owe for bookings via the Services as a user in the twelve month period prior to the event giving rise to the liability, or if you are a vendor, the amount earned by you in the 12 month period prior to the event giving rise to the liability, or (2) US\$100.

EXCEPT WHERE PROHIBITED BY LAW, YOU ALSO WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ANY BOOST FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES.

THE ABOVE LIMITATIONS OF LIABILITY AND WAIVER PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BOOST AND YOU. THEY SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ANY ASPECTS OF THEM THAT ARE DEEMED VOID OR UNENFORCEABLE SHALL BE SEVERED WHILE LEAVING THE REMAINDER IN EFFECT.

#### Indemnification

You agree to release, defend, indemnify, and hold Boost and its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (1) your access to or use of the Services, (2) your violation of these Terms, (3) your user content, (4) your interaction with any other user of the Services, or (5) your booking of a vehicle or creation of a listing for a vehicle. Such indemnification includes but is not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) arising in connection with or as a result of a booking, sharing, or use of a vehicle or optional Extra. This indemnification provision is a fundamental element of the basis of the bargain between Boost and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

#### Liquidated damages

You acknowledge that the actual damages likely to result from your breaches of the Agreement by any of the following are difficult to estimate accurately and would be difficult for Boost to prove with certainty: (1) engaging in gray market transactions, as defined in these Terms, (2) using the Boost domains, trademarks, or taglines without Boost's express consent, including without limitation registering website domains or social media handles, or bidding on online advertising key words, (3) suing or asserting legal claims against the Boost Parties or a Boost user in any manner prohibited or waived herein, (4) as a Vendor, sharing your vehicle via the Services with expired registration stickers or without current registration paperwork in the vehicle, (5) as a Vendor, offering any vehicle that is the subject of a missing or stolen vehicle report, (6) as a Vendor, offering any vehicle or releasing a vehicle to a user that is not roadworthy or is otherwise in an unsafe condition, (7) as a Vendor, cancel or modify a booking to manipulate the price or potential earnings for a vehicle, or (8) creating or using a Boost account that has the effect of circumventing Boost's suspension, termination, or closure of another Boost account. You will pay Boost \$5,500 per breach in Liquidated Damages to compensate Boost for any such conduct. This amount is not intended as a punishment for any such breach, but rather as a reasonable estimate where actual damages are difficult to estimate accurately and/or prove with certainty. This liquidated damages provision is a fundamental element of the basis of the bargain between Boost and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

#### Not a rental car company; no vehicle leasing

Boost is not a rental car company. It does not own a fleet of vehicles and is not in the business of renting vehicles to the public. Boost also is not providing short- or long-term vehicle leases. Boost provides an online platform where car rental agencies and/or vehicle owners, and those in need of a vehicle can meet and share vehicles amongst themselves subject to these Terms.

#### Rounding off; currency

Boost may, in its sole discretion, round up or down amounts that are payable from or to Vendors or Users to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro, pound, or kwacha) unless explicitly prohibited under applicable law. The currency displayed on the Services is based on the search location, vehicle location, and/or Vendor location.

#### Contact us

Boost can be contacted in the Republic of Zambia at #396 Teagles Road Makeni, Lusaka. If you have any questions for us concerning the Agreement, or Boost generally, please contact us at [connect@boostco.net](mailto:connect@boostco.net).

#### Translations

Where Boost has provided you with a translation of the English language version of these Terms or any Policies, in case of any wording discrepancies between the English and any other versions of the Terms and any Policies, the English language wording takes precedence.

#### Severability and non-waiver

In the event any provision of these Terms is held to be void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect. The failure of any Party to enforce any provision of these Terms shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of these Terms or any part of these Terms, or any right of any Party to enforce that provision or

each and every other provision at any time. No waiver of any breach of these Terms shall constitute or be deemed a waiver of any other breach.

#### Limitation of Liability

In no event shall Boost be liable for any direct, indirect, incidental, special, consequential, or punitive damages faced by either the Vendor or the User.

#### General

Boost does not appoint you or any other user as its employee, mandatory, legal agent, or form any kind of legal partnership or joint venture. You are not authorised to make any commitments on behalf of Boost and Boost will not make commitments on your behalf, except as contemplated by the Services or expressly stated in these Terms.

The Agreement, including these Terms, states the entire understanding between you and Boost concerning your access to and use of the Services and supersedes any earlier verbal or written communications between us. With the exception of appointing a custodian to manage your vehicles on your behalf, you may not delegate your legal obligations or transfer any of your rights, in whole or in part, to any third party without advance written consent of Boost. You will remain responsible for your obligations hereunder in any event. A Boost director or officer must agree to any modification or waiver of any term of the Agreement in writing. Headings are for reference purposes only and do not limit the scope or extent of such section.

#### Privacy Policy

By using the Services, you agree to the terms of our Privacy Policy, which can be found at: [www.boostco.net/privacy-policy](http://www.boostco.net/privacy-policy).

#### Governing Law

These Terms shall be governed by and construed in accordance with the laws of Zambia.