

# **TERMS OF SERVICE / END USER LICENSE AGREEMENT (EULA)**

PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING TBOOST SOFTWARE. BY ACCESSING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE TBOOST.

IMPORTANT: TBoost does not require user accounts. Premium licenses are delivered via email as unique activation codes. No login, registration, or personal profile is needed.

## 1. ACCEPTANCE OF TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "you", or "your") and TBoost ("we", "us", or "our") regarding your use of the TBoost software application for Windows ("Software").

By downloading, installing, launching, or using TBoost, you acknowledge that:

- You have read, understood, and agree to be bound by these Terms.
- You are at least 16 years old (or have parental/guardian consent if younger).
- You have the legal authority to enter into this agreement.

## 2. LICENSE GRANT

### 2.1 Free Version License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Install and use the free version of TBoost on one Windows PC for personal, non-commercial use.
- Receive automatic updates and bug fixes as made available by us.

### 2.2 Premium Version License

Upon one-time purchase:

- You receive a perpetual, non-exclusive license for the purchased version of TBoost Premium on one Windows device.

- A unique activation code is delivered to your email address immediately after payment confirmation.
- Premium features are unlocked by entering this code within the TBoost application.
- You may transfer your license to another device you own by deactivating it on the previous device (contact towretos@gmail.com for assistance).

### 2.3 License Restrictions

You may NOT:

- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software.
- Modify, adapt, translate, rent, lease, lend, sell, distribute, or create derivative works based on the Software.
- Remove, alter, or obscure any proprietary notices, labels, or watermarks.
- Use the Software for commercial service bureau, time-sharing, SaaS, or outsourcing purposes.
- Use the Software to violate any applicable law, regulation, or third-party rights.
- Share, resell, or publicly distribute your Premium activation code.

## 3. PURCHASE, PAYMENT & LICENSE DELIVERY

### 3.1 Payment Processing

- Premium purchases are processed securely via third-party payment providers (Stripe, PayPal, etc.).
- We do not store your credit card details or payment credentials on our servers.
- All sales are final unless required by applicable law.

### 3.2 License Code Delivery

- After successful payment, your unique activation code is sent automatically to the email address you provide.
- Delivery is typically instant; if not received within 15 minutes, check your spam folder or contact towretos@gmail.com.
- You are responsible for providing a valid, accessible email address.

### 3.3 No Subscriptions

- TBoost Premium is a one-time purchase. There are no recurring charges, subscriptions, or automatic renewals.

- Future major version upgrades (e.g., v2.0) may require a separate purchase at our discretion.

#### 4. SYSTEM REQUIREMENTS & COMPATIBILITY

- TBoost is designed exclusively for Windows 10 and Windows 11 (64-bit) operating systems.
- We do not guarantee compatibility with:
  - Windows 7, 8, 8.1, or non-64-bit systems
  - Modified, unofficial, or pirated Windows installations
  - Future Windows updates (we strive to maintain compatibility but cannot guarantee it)
- You are solely responsible for verifying system compatibility before purchase.

#### 5. USER OBLIGATIONS

You agree to:

- Use TBoost only for lawful purposes and in accordance with these Terms.
- Provide accurate information when purchasing Premium or requesting support.
- Keep your Premium activation code confidential and secure.
- Not interfere with, disrupt, or attempt to bypass the Software's license verification or security features.
- Not use TBoost to harm, disable, or impair any system, network, or user.

#### 6. DISCLAIMER OF WARRANTIES

##### 6.1 "AS IS" BASIS

TBoost is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, either express or implied, including but not limited to:

- Merchantability, fitness for a particular purpose, title, or non-infringement.
- Accuracy, reliability, completeness, or effectiveness of optimization results.
- Uninterrupted, error-free, or virus-free operation.

##### 6.2 OPTIMIZATION RESULTS

- Performance improvements (FPS, latency, boot time, etc.) vary based on hardware, software configuration, usage patterns, and other factors.

- We do not guarantee specific performance gains, system stability, or compatibility with third-party applications.
- You are solely responsible for backing up important data before performing system modifications, registry changes, or file deletions.

### 6.3 THIRD-PARTY SOFTWARE

- TBoost may interact with or modify settings for third-party applications and Windows components.
- We are not responsible for issues arising from third-party software behavior or Windows updates.

## 7. LIMITATION OF LIABILITY

### 7.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- In no event shall TBoost, its developers, affiliates, licensors, or agents be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages.
- Our total aggregate liability for any claim arising from these Terms or your use of TBoost shall not exceed the amount you paid for Premium in the 12 months preceding the claim (or USD \$10 for free version users).

### 7.2 EXCLUDED DAMAGES

This limitation applies to damages or losses arising from:

- Data loss, corruption, or inability to recover files.
- System instability, boot failures, blue screen errors, or software conflicts.
- Loss of profits, revenue, business opportunities, or anticipated savings.
- Third-party claims, legal proceedings, or regulatory actions.
- Any other commercial, economic, or tangible damages.

## 8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless TBoost and its officers, directors, employees, contractors, and agents from and against any claims, liabilities, damages, losses, deficiencies, or expenses (including reasonable attorneys' fees) arising from:

- Your use or misuse of the Software.
- Your violation of these Terms.
- Your violation of any third-party rights, laws, or regulations.

- Your negligence or willful misconduct.

## 9. TERMINATION

### 9.1 By You

You may stop using TBoost at any time by uninstalling the Software from your device.

### 9.2 By Us

We reserve the right to suspend or terminate your license immediately, without notice or refund, if you:

- Breach any provision of these Terms.
- Engage in fraudulent, abusive, illegal, or harmful activity.
- Attempt to circumvent license verification, share activation codes, or distribute cracked versions.

### 9.3 Effect of Termination

Upon termination:

- Your right to use TBoost ceases immediately.
- You must uninstall the Software and destroy all copies.
- Sections 6-13 of these Terms survive termination.

## 10. UPDATES AND MODIFICATIONS

- We may update the Software automatically (with your consent) or require manual downloads.
- Updates may include new features, improvements, bug fixes, or security patches.
- Continued use of TBoost after an update constitutes acceptance of any updated Terms.
- We reserve the right to modify, enhance, suspend, or discontinue any feature or the entire Service at any time.

## 11. THIRD-PARTY SERVICES & LINKS

- TBoost may integrate with or link to third-party services (e.g., payment processors, update servers, support platforms).

- Your use of such services is governed by their respective terms of service and privacy policies.
- We are not responsible for the content, accuracy, security, or practices of third-party services.

## 12. GENERAL PROVISIONS

- Entire Agreement: These Terms constitute the entire agreement between you and TBoost regarding the Software and supersede all prior agreements.
- Severability: If any provision is found invalid or unenforceable, the remaining provisions remain in full force and effect.
- Waiver: Our failure to enforce any right or provision is not a waiver of that right or provision.
- Assignment: You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.
- Headings: Section headings are for convenience only and do not affect interpretation.
- Contact: For questions about these Terms, license delivery, or support:
  - Email: [towretos@gmail.com](mailto:towretos@gmail.com)
  - Website: <https://tboost.tech>

## 13. ACKNOWLEDGMENT

BY USING TBOOST, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- You have read, understood, and voluntarily accept these Terms.
- TBoost is a system optimization tool and does not guarantee specific performance outcomes.
- You are solely responsible for backing up your data before using optimization features.
- Premium licenses are delivered via email as activation codes; no user account is created or required.
- All sales are final except where required by applicable consumer protection laws.