

Lime Boost – General Terms and Conditions

Company Information

Company: Lime Boost Oy

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These Terms and Conditions (“**Terms**”) govern your access to and use of the Lime Boost service (“**Service**”), owned and operated by Lime Boost Oy (“**Lime Boost**”, “**we**”, “**our**”, “**us**”). By using our Service, you (“**you**”, “**your**”, “**user**”) agree to be bound by these Terms.

1. Overview and Description of the Service

Lime Boost provides a cloud automation platform Service that is intended to simplify Amazon Web Services (AWS) cloud infrastructure deployment and management. The Service is provided as a Software-as-a-Service (SaaS) via <https://limeboost.io>. Some features may be available only under specific subscription plans.

The Service enables user to automatically (by click-to-operate) launch production-ready infrastructure for web applications, including frontends, backends, and databases, without requiring deep knowledge of AWS practices.

The Lime Boost Service supports specific areas of AWS services, for instance including but not limited to:

- Automated setup of AWS services such as S3, CloudFront, RDS, ECR, ECS etc.
- Integrations with third-party tools such as Git repositories and Bit Bucket.

Lime Boost deploys the Service infrastructure to user’s own AWS account. **THE USER HAS TO CONNECT THEIR VALID AND ACTIVE AWS ACCOUNT TO LIME BOOST BEFORE BEING ABLE TO USE THE SERVICE.** Lime Boost cannot guarantee and is not liable in any way of the functionality of the third party services, such as AWS or Stripe services.

2. Eligibility & User Accounts

To access to and use the Service, you must:

- Be at least 18 years old;
- Have the authority to agree to these Terms on behalf of yourself or your company;
- Have a valid and active AWS account;
- Not be located in a country under applicable embargo or subject to export restrictions and;
- Read and agree to these Terms prior to the access and use of the Service.

If you do not fulfil the above eligibility criteria, you shall not access or use the Service.

For the sake of clarity, the user is responsible for their own AWS account's usage fees related to the AWS infrastructure provisioned through Lime Boost. AWS account's usage fees are completely separate from the invoice sent by Lime Boost for the use of the Service according to the respective subscription plan in force.

You need to create an account to access the Service. By creating an account, you agree to:

- Provide and maintain current, accurate and complete account information at all times;
- Keep your credentials secure at all times and;
- Notify us immediately upon becoming aware of any unauthorized access or use, or any breach of security of your account.

3. Use of the Service

You agree to use the Service only for lawful purposes and in accordance with these Terms.

You may not:

- Use the Service to harm, disrupt, and/or interfere with other users and/or systems;
- Reverse engineer and/or attempt to extract the source code of the Service;
- Use the Service to host and/or deploy any unlawful, harmful, and/or malicious content
- Contain and/or install any viruses, worms, malware, trojan horses, and/or other content that is designed and/or intended to disrupt, damage, and/or limit the functioning of any part of the Service and/or to damage or obtain unauthorized access to any data and/or other information of a third person.

4. Pricing and Payment

Lime Boost offers paid subscription plans with different features and usage limits for the Service. By subscribing to the Service, you agree to:

- Pay all applicable fees associated with your subscription in force and;
- Allow us to charge your selected payment method for recurring payments.

5. Data & Privacy

We may collect and process your personal data in accordance with our [Privacy Policy](#). By accessing and using the Service, you consent to this processing.

6. Intellectual Property & Customer Data

Lime Boost exclusively owns and retains all rights, title, and interest in and to the Service including, but not limited to: (i) de-identified data & content; (ii) associated intellectual property rights; (iii) all updates, improvements, modifications and derivative works; (iv) all deliverables provided to the user; (v) all feedback, suggestions or ideas relating to the Service and provided by the user, and; (vi) Lime Boost's know-how and its company materials.

Subject to your compliance with these Terms, Lime Boost hereby grants you a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to solely access and use the Service for your own personal use or your internal business purposes.

You retain ownership of your own content that you have submitted to the Service (such as your own databases and your own software) and your own AWS infrastructure you deploy using our Service ("**Customer Data**"). We do not claim any ownership rights over Customer Data.

7. Limitation of Liability

7.1 Service Availability

We aim to provide reliable Service but cannot guarantee 100% uptime. The Service may be temporarily unavailable for maintenance, upgrades, or due to technical issues. The Service is provided on "as is" and "as available" basis.

Your use and access of the Service is at your own risk. Lime Boost does not guarantee that the Service will meet your specific needs or to be error-free. We are not liable for downtime of the Service or any loss, damage or misappropriation of your data.

7.2 Content Backups

Lime Boost offers the user an option to make backups in their own AWS account when using the Service. The user is responsible for making backups themselves.

Lime Boost does not guarantee there will be no loss or corruption of data. User acknowledges that Lime Boost has no liability related to the integrity of the content or the failure to successfully restore content to a usable state.

7.3 Third-Party Websites & Content

The Service may contain links to other websites provided by third parties. Lime Boost does not manage any of these sites and is not responsible for their content, service, security, privacy or any consequences that may arise from the use of third-party websites and/or services provided on those sites.

You access any such website at your own risk. For the sake of clarity, any such third-party websites are not governed by these Terms and are subject to third-party websites own terms, rules and policies that you may need to accept separately.

7.4 Third Party Services

The Lime Boost Service may include or make use of services provided by third parties, especially AWS, and including but not limited to payment intermediary services (e.g. Stripe).

The user of the Service acknowledges that Lime Boost is not responsible and does not guarantee for the function, accuracy, availability, privacy, security or any errors in the services of third parties. Furthermore, Lime Boost shall not be liable for any damages or losses that may result from the use or malfunction of third party services. The user shall accept the terms and conditions of third parties separately.

7.5 Liability cap

To the maximum extent permitted by applicable law, Lime Boost is not liable for any direct indirect, incidental, special, punitive or consequential damages arising out of or relating to your access to and/or use of, or your inability to access and/or use the Service.

Total liability of Lime Boost for any claim related to the Service is limited to 40 % of the amount paid by you in the 12 months prior to the claim.

8. Term & Termination

These Terms shall begin upon creating account to the Service or otherwise agree to these Terms and shall continue for as long as you continue to access and/or use the Service as per your subscription plan, or until the Terms are otherwise terminated in accordance with this section 8.

You may cancel your subscription at any time by sending an email to the address specified in Section 11 of these Terms (“**Notice**”). You shall give the Notice at the latest 14 days prior to the renewal date of your billing period with respect to the payment term of your subscription (monthly/annually) in order to avoid further charges.

Provided that the Notice is given at the latest 14 days prior to the renewal date of your billing period, the termination shall take effect (“**Effective Date**”) at the end of the current billing period. If the Notice is given later than 14 days prior to the renewal date of your billing period, the Effective Date is at the end of the following billing period.

Upon Effective Date your license to access and use of the Service ends.

Lime Boost reserves the right, at its sole discretion, to suspend or terminate your access and/or use to the Service or to your account, if you violate applicable law or these Terms. Lime Boost may take such measures without prior notice.

9. Changes to Terms

We may update, modify and change these Terms from time to time (“**Changes**”). Material Changes that may affect your use of the Services or your legal rights and the effective date thereof will be communicated via email or through the Service platform prior to the effective date of the Changes. Your continued use or access of the Service after the effective date of the Changes means you accept and agree to be bound by the updated Terms.


If you don’t agree to the Changes, please cancel your subscription before the effective date of the Changes.

10. Governing Law and Jurisdiction

This Service has been published in Finland. The Service and these Terms are governed by and construed in accordance with the applicable laws of Finland and European Union without giving effect to any choice of law or conflict of law principles.

Any disputes relating to these Terms will be primarily resolved by negotiations between Lime Boost and the user. Disputes arising from these Terms that cannot be settled through negotiations, will be resolved in the district court of Helsinki.

11. Contact

If you have questions or concerns about these Terms and/or the Service, you may contact us at:  lea.malkki@limeboost.io
