

## Terms and Conditions of the User Agreement

This is the User Agreement with the user entering to use our services between the Silver Bullet Consulting LLC doing business as Boost Credit 101, 501 S Cherry St #1100 Denver, CO 80246 herein after referred to as "Boost Credit 101" This user agreement is used in conjunction with Client Agreement.

By using the services of Boost Credit 101, you agree to the terms and conditions contained in this User Agreement, as well as those terms and conditions contained in your written contract with Boost Credit 101.

### **COVENANTS, REPRESENTATIONS, AND WARRANTIES**

Client's Covenants, Representations, and Warranties. Client covenants, represents and warrants the following:

a) Client agrees to provide all information requested by Boost Credit 101 and warrants and represents that all information provided by Client to Boost Credit 101 is true, complete and correct in all respects.

b) Client authorizes Boost Credit 101 to obtain from Equifax, Experian, and Trans Union, or any of their respective affiliates (together, the "Credit Bureaus"), and, if necessary, from their subscribers, all credit and transaction information regarding Client's credit history, credit transactions of record, and credit scores. This information may include, but is not necessarily limited to, review of the Client's credit reports, credit history, credit files, credit transactions and any other credit-related record.

c) Client represents, warrants and agrees that he/she shall not contact, or attempt to contact any Boost Credit 101 Investor for any purpose related to this Agreement. If Client is contacted directly by any Boost Credit 101 Investor, Client shall not communicate with the Boost Credit 101 Investor and shall immediately contact Boost Credit 101 to advise it of the attempted contact.

d) Client represents and warrants that any credit card you are using or providing to pay for services under this Agreement is a valid credit card issued to the Client and is issued in the Client's name. Client will not initiate any chargeback or credit card dispute with respect to any fee paid for Boost Credit 101's services without providing Boost Credit 101 with written notice describing Client's complaint or dispute at least thirty (30) days prior to initiating the chargeback or credit card dispute.

e) Client shall promptly notify Boost Credit 101 of any material change to Client's name or contact information, including, but not limited to, telephone

numbers, mailing addresses, and email addresses. Client represents and warrants that they are the individual to whom the Social Security number provided to Boost Credit 101 was issued to by the Social Security Administration. Client declares and affirms under the penalty of perjury that the Social Security number and other information contained in their application with Boost Credit 101 is true and correct, is not a CPN, EIN or any other number other than a Social Security number issued to the Client by the Social Security Administration. Client acknowledges that if they make any representation contrary to this that is false, Client could be found guilty of criminal charges, fined or jailed.

**Boost Credit 101's Covenants, Representations, and Warranties.**

Boost Credit 101 covenants, represents and warrants the following:

a) Boost Credit 101 does not and cannot guarantee any specific result or specific increase in credit score as result of its services. Each Client's credit history and credit score differs for a variety of reasons which prevents Boost Credit 101 from guaranteeing any specific outcome from this service.

b) Boost Credit 101 does not and cannot guarantee that a Client will be approved for any loan or credit request as a result of its services. All lenders use underwriting criteria in the credit decision-making process that may view or weigh the same basic facts differently from other lenders. An increase in a borrower's FICO score generally improves the likelihood that a lender will approve a credit request, but it does not necessarily mean that any specific lender will actually approve a request for credit in every instance where a FICO score has been improved by Boost Credit 101's services.

c) Boost Credit 101 is not a credit repair company in that it does not attempt to correct inaccurate information on any credit report of the Client, does not submit or attempt to resolve credit disputes on behalf of the Client, and does not attempt to improve a Client's credit record or history.

**COMPENSATION**

In exchange for Boost Credit 101's services under this Agreement, the Client agrees to pay a fee to Silver Bullet Consulting Inc DBA Boost Credit 101 as defined per client agreement. All payments made payable to Silver Bullet Consulting Inc. The fee charged by Boost Credit 101 for these services varies depending on a number of factors, including the specific program requested by Client, the current status of the Client's credit score and credit history, and the number and type of trade lines that Client requests.

No fee is earned by Boost Credit 101, or the Boost Credit 101 Investor, until and unless the addition of the Client as an authorized user of the Boost Credit

101 Investor's trade-line is reflected on the Client's credit reports issued by the three primary credit reporting companies, Equifax, Experian and TransUnion. Boost Credit 101 may ask for a deposit to secure payment of its fee for services, and in this case, the Client's deposit will be held in a separate, non-interest bearing bank account until such time as the fee has been earned as set forth in this Agreement. The specific terms and conditions of the amount of the fee charged are defined by the client agreement.

### **LIMITATION OF LIABILITY**

THE TOTAL LIABILITY OF BOOST CREDIT 101, TOGETHER WITH ANY OF ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS AND AFFILIATES, FOR DAMAGES ON ACCOUNT OF CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT LAW OR TORT LAW OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO BOOST CREDIT 101 BY THE CLIENT FOR WHOM SUCH CLAIMS ARISE OR RELATE. THE REMEDIES PROVIDED FOR IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

### **CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW**

Client has additional rights under state and federal Consumer Credit Protection Acts, and the disclosures required by such laws have been provided to the Client and are made a part of this Agreement.

### **ELECTRONIC CONSENT**

Client agrees, unless specifically requested otherwise, that by entering into this Agreement with Boost Credit 101, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Boost Credit 101 and to also send information in an electronic format unless previously agreed upon in writing with Boost Credit 101. Client consents and agrees that Boost Credit 101 may provide all disclosures, statements, notices, receipts, modifications, amendments, and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client has a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Client's consent may be withdrawn at any time upon Boost Credit 101's receipt of such withdrawal. Withdrawal of consent

will slow the speed at which we can complete certain steps in transactions with you and delivering services to you. To inform Boost Credit 101 that you either withdraw your consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may: send an email to: info@boostcredit101.com ; call us at: 800-515-6590; or send a letter to the following

**Address: 501 S Cherry St #1100 Denver, CO 80246**

### **ARBITRATION/LITIGATION**

**a)**In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, other than Client's failure to pay for services, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach resolution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be resolved by binding arbitration administered by a single arbitrator mutually agreed upon by the parties. If the parties cannot agree upon a single arbitrator, each party shall select an arbitrator and these arbitrators shall select a single arbitrator who will arbitrate the dispute. The parties agree that jurisdiction and venue for any proceeding relating to this Agreement shall be limited to the City and County of Denver, State of Colorado.

**b)**If Client fails to pay for the services rendered by Boost Credit 101, as result of a chargeback or credit card dispute initiated by Client, or any other reason, Boost Credit 101 shall be entitled to pursue collection proceedings against the Client in the County or District Court of the City and County of Denver, State of Colorado. Client consents to jurisdiction and venue in the City and County of Denver, State of Colorado. Where Boost Credit 101 must seek legal recourse for the purpose of collecting or otherwise enforcing a judgment hereunder, such proceedings may be commenced in any appropriate venue. Client expressly waives any right to a jury trial if a collection proceeding is initiated by Boost Credit 101 or its agents. In addition to the amounts owed to Boost Credit 101 for its services, Boost Credit 101 is also entitled to recover from the Client all costs and reasonable attorney fees incurred in pursuing such action, and interest at the rate of 19% per annum.

### **GOVERNING LAW**

**a)**This Agreement shall be interpreted and governed by the laws of the

State of Colorado, without regard to its choice of law rules.

**b)** Unless otherwise provided by Colorado law, Boost Credit 101 and Client agree that in the event any legal proceeding concerning this Agreement is instituted, jurisdiction and venue of such proceeding shall be in a court of competent jurisdiction in Denver County, Colorado.

#### **GENERAL PROVISIONS**

**a)** This Agreement comprises the entire agreement between the parties. All prior negotiations and dealings between them are merged in, integrated and superceded by this Agreement, which is binding upon and inures to the benefit of the parties and their successors, legal representatives and assigns.

**b)** The Client may not assign this Agreement in whole or in part without the written consent of Boost Credit 101.

**c)** In case any term, phrase, clause, paragraph, article, restriction, or covenant contained in this Agreement shall be held to be invalid or unenforceable, the same shall be deemed, and it is hereby agreed that the same are meant to be several, and shall not defeat or impair the remaining provisions hereof.

**d)** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure") and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such caused of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

**e)** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**f)** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to recover their costs and reasonable attorney fees in addition to any other relief to which the party may be entitled.

**g)** Boost Credit 101 agrees it will not sell, copy, release, or disclose any Client information, other than to its employees, agents and Boost Credit 101 Investors, without the written consent of Client. All Client information will remain confidential.

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH WORKING DAY AFTER THE DATE OF THE TRANSACTION. SEE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.