

## BOOST CREDIT 101 CLIENT AGREEMENT

This Agreement is entered into on the day \_\_\_\_\_ by and between Silver Bullet Consulting LLC, doing business as Boost Credit 101 501 South Cherry Street, Suite 1100, Denver, Colorado 80246 herein after referred to as "**Boost Credit 101**", and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called "**Client**".

### ARTICLE 1. PURPOSE OF THE AGREEMENT

- 1.1. Boost Credit 101 and Client have entered in to this Agreement to set forth the terms and conditions under which Boost Credit 101 will facilitate the Client's temporary use of another's trade-lines for the sole purpose of attempting to increase the Client's FICO score.
- 1.2. Client hereby agrees to be bound to the following terms and conditions regarding all services rendered by Boost Credit 101.

### ARTICLE 2. SERVICES

- 2.1. Boost Credit 101 will perform the following services for the benefit of the Client:
  - a) Boost Credit 101 will use its best efforts to establish a relationship between the Client and third-party investors (the "Boost Credit 101 Investor") who will permit the Client to be added as an authorized user to one or more of the Boost Credit 101 Investor's trade-lines.
  - b) The services performed by Boost Credit 101 are completed when the Client is added as an authorized user to a Boost Credit 101 Investor's trade-line. Because Boost Credit 101 cannot compel any lender to report any information to a credit reporting agency, Boost Credit 101 is not responsible for ensuring that the addition of a Client to any trade-line will result in the Lender sending credit under such trade-line (the "Lender") providing any information to any credit reporting agency nor can it represent the amount or accuracy of any information that may be provided by the Lender to any such agency.

### ARTICLE 3. COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 3.1. **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 agrees that he/she will not contact, or make any attempt to contact, any lender or other grantor of credit associated with the Boost Credit 101 Investor's trade-line for any purpose related to this Agreement. Client acknowledges and agrees that the agreement of the Boost Credit 101 Investor to add Client as an authorized user to its trade-line is made for the sole and exclusive purpose of attempting to enhance the Client's FICO credit score and that Client is not authorized, by Boost Credit 101 or the Boost Credit 101 Investor, to utilize any of the credit available under that trade-line for any other purpose.
  - f) 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.
  - g) 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.

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

#### ARTICLE 4. COMPENSATION

- 4.1. In exchange for Boost Credit 101's services under this Agreement, the Client agrees to pay a fee to Boost Credit 101 \$ \_\_\_\_\_. The fee charged by Boost Credit 101 for services can vary significantly depending on a number of factors, including, without limitation, 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. The fee charged Boost Credit 101 will be disclosed in an invoice to the Client prior to the Client's decision to proceed with our services.
- 4.2. No fee is earned by Boost Credit 101, or the Boost Credit 101 Investor, until and unless the Client is added as an authorized user of the Boost Credit 101 Investor's trade-line. Services under this Agreement are deemed complete when Boost Credit 101 receives confirmation that the Client has been added to a Boost Credit 101 Investor trade-line. Boost Credit 101 will not collect or accept any compensation under this Agreement until and unless it has received confirmation that the Client has been added to a Boost Credit 101 Investor trade-line. In the event that the addition of the Client to a Boost Credit Investor trade-line is not reported, or is inaccurately reported, by the Lender, Client may apply for a refund of fees paid hereunder in accordance with [the Terms of Service].

#### ARTICLE 5. TIME FOR PERFORMANCE OF SERVICES

- 5.1. Following execution of this Agreement by the parties, Boost Credit 101 shall begin using its best efforts to identify a Boost Credit 101 Investor with an available trade-line suitable for potentially enhancing the Client's credit score. Boost Credit 101 estimates that it can locate an acceptable Boost Credit 101 Investor within 7 days of the date the Client signs this Agreement. Once a successful match is made between the Client and a Boost Credit 101 Investor and the Client is added as an authorized user, it will generally takes one to two billing cycles of the trade-line for this activity to appear on the Client's credit report. The Client will remain an authorized user on the Boost Credit 101 Investor's trade-line for two (2) billing cycle, unless specifically requested (3) cycles, (4) cycles tradeline(s) in accordance with the Terms of Service outlined in Certificate of Completion.
- 5.2. Any change to the Client's FICO score as a result of being added as an authorized user to the Boost Credit 101 Investor's trade line may take up to 60 days.

#### ARTICLE 6. LIMITATION OF LIABILITY

- 6.1. 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.

#### **ARTICLE 7. CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL**

- 7.1** 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.

#### **ARTICLE 8. REFUND POLICY**

- 8.1** Boost Credit 101 has no involvement as to how or when any lender may provide information to the three national credit reporting bureaus (Experian ("EX"), TransUnion ("TU") and Equifax ("EQ"), and together, the "Credit Bureaus"). For this reason, we are not responsible for, and make no representation as to, whether, when or how information is provided to the Credit Bureaus by any lender. In addition, Boost Credit 101 has no involvement with how any of the Credit Bureaus present the information in a credit report, or how any of the Credit Bureaus may adjust your credit score as a result of the addition of the client as an authorized user to the tradeline. For this reason, Boost Credit 101 makes no representation as to any improvement in credit score that may result from the addition of the client as an authorized user on the tradeline, or how such information may be presented on a credit report issued by any Credit Bureau.
- 8.2** Nevertheless, in the event the Client is not reflected as an authorized user to a tradeline in a credit report issued by two of the three Credit Bureaus, the client may apply for a refund of all or a portion of the fee paid to Boost Credit 101. Boost Credit 101 will check the status of reporting of the client's addition as an authorized user no earlier than 30 days after its receipt of confirmation of the addition of the client to the tradeline by use of a soft-pull credit check, and if the addition of the client as an authorized user to the tradeline is not reflected on at least two of the three Credit Bureaus, Boost Credit 101 will notify the client of this fact. Client will have thirty (30) days from this notification to elect to proceed with a request for a refund. Refund requests will be processed by Boost Credit 101 within three (3) business days of its receipt of the client's refund application. The issuance of a refund may take an additional 3-7 business days to be posted to the client's account depending on the payment method used to pay fees to Boost Credit 101. Refunds will be processed using the same method of payment used by the Client in paying fees to Boost Credit 101.

#### **ARTICLE 9. ELECTRONIC CONSENT**

- 9.1** 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](mailto:info@boostcredit101.com); call us at: 800-515-6590; or send a letter to the following address:

501 South Cherry Street  
Suite 1100  
Denver, CO 80246

**ARTICLE 10. NOTICE**

**10.1.** Boost Credit 101 and Client agree that any notice which may be given under the terms of this Agreement will be addressed as follows:

BOOST CREDIT 101: CLIENT:  
Silver Bullet Consulting, LLC \_\_\_\_\_ (name)  
501 South Cherry Street #1100 \_\_\_\_\_ (address)  
Denver, CO 80246 \_\_\_\_\_ (address)  
(720) 414-8812 Facsimile \_\_\_\_\_  
(800) 515-6590 \_\_\_\_\_

\_\_\_\_\_ (telephone)

\_\_\_\_\_ (email)

\_\_\_\_\_ (SSN)

**SAMPLE** \_\_\_\_\_ (DOB)

\_\_\_\_\_ (marital status)

\_\_\_\_\_ (country of citizenship)

Registered Agent authorized to receive service of process:  
Silver Bullet Consulting LLC  
501 S Cherry St , #1100  
Denver, CO 80246

Any notice will be deemed given when delivered in person; when sent by facsimile transmission with a confirming copy sent by regular mail; or upon deposited in the US mail with correct address and full postage sent by Certified or Registered Mail Return Receipt Requested.

## ARTICLE 11. ARBITRATION/LITIGATION

**11.2.** 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.

**11.3.** 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.

## ARTICLE 12. GOVERNING LAW

**12.1.** This Agreement shall be interpreted and governed by the laws of the State of Colorado, without regard to its choice of law rules.

**12.2.** 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.

## ARTICLE 13. GENERAL PROVISIONS

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

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

**13.3.** 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.

**13.4.** 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 non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

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

**13.6.** 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.

13.7. 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 ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

CLIENT: \_\_\_\_\_ (Printed Name)

By:

Signature

Date

BOOST CREDIT 101:

By:

**SAMPLE**

## NOTICE OF RIGHT TO CANCELLATION

I, \_\_\_\_\_ (Client) hereby acknowledge the right to cancel this contract, entered into on \_\_\_\_\_ (date) between Client and Boost Credit 101 without any penalty or obligation within five (5) working days from the date the contract is signed by Client.

If you cancel any payment made by you under this contract, it will be returned within ten (10) days following receipt by Boost Credit 101 of your cancellation notice.

To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or other written notice before midnight of the fifth day to:

Boost Credit 101  
501 S Cherry St  
Suite 1100  
Denver, CO 80246

I acknowledge receipt of this notice of my right to cancel:

Date \_\_\_\_\_  
**SAMPLE**

I HEREBY WISH TO CANCEL THIS TRANSACTION:

\_\_\_\_\_

Date

Client's Signature

## CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact:

The Public Reference Branch  
Federal Trade Commission  
Washington, D.C. 20580

I \_\_\_\_\_ (printed name) hereby acknowledge that I received a copy of the above statement on this day \_\_\_\_\_.

Signature