

Credit Admiral Software Terms of Service End-User Agreement

Terms and Conditions ("Terms")

Last updated: Dec. 8, 2017

By clicking the "I ACCEPT" button displayed as part of the subscription ordering process, you are agreeing to the following terms of service (the "agreement") which will govern your use of Credit Admiral LLC's software and services (collectively called "The Service"). If you are entering into this agreement on behalf of a company, corporation, or other legal entity, you represent that you have the authority to bind said entity, in addition to yourself. If you do not have such authority, or you do not agree with these terms of service, you may not use the software or services provided by Credit Admiral LLC. Your access to and use of the software and service is conditioned on your acceptance of and compliance with these Terms of Service. These terms apply to all visitors, users, and others who access or use the software and service.

1. Account Terms

You must be at least 18 years old to use Credit Admiral LLC's software and services.. You must provide your full legal name and address, a valid email address and phone number, and any other required information to complete the sign-up process. You are responsible for maintaining the privacy and security of your account. Credit Admiral Software will not be held liable for any damage or loss that may result from your failure to comply with this security obligation. Each person/entity may not maintain more than one account with Credit Admiral Software LLC.

2. Payment and Access

You agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. A valid credit card is required for paying all accounts. Your credit card may initially be authorized or pre-authorized for verification of a nominal amount but this will not be an actual charge. Your credit card will be charged on the same calendar day every month on the same calendar day as your date of signup. Credit Admiral Software LLC will charge you a non-refundable standard monthly fee in advance, based on your account plan. There will be no refunds or credits for partial months of service, or refunds made should you not use the Service during a period of time when your account is open. No exceptions will be made. Should you upgrade or downgrade your account type, your credit card will be charged your new billing rate on your next calendar cycle. Downgrading your Service may cause the loss of Content, features, or capacity of your account. Credit Admiral LLC does not accept any liability for such loss. All fees are exclusive of all taxes or duties imposed by governing authorities. You alone are responsible for payment of all such taxes or duties. When you purchase single products or specific add-ons (for example individual training), these fees are non-refundable. Credit Admiral Software reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party. You agree to provide Credit Admiral Software with complete and accurate contact information (your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact) and billing information. You agree to update this information within 30 days of any change to it. If the contact or billing information you have provided is false or fraudulent or otherwise fails or is declined, Credit Admiral Software reserves the right to terminate your access to the Service, and charge any reactivation fees and any other related charges, in addition to any other legal remedies. If you believe your billing is incorrect, you must contact us within 60 days of that charge date to be eligible to receive an adjustment or credit. Prices of all software and services, including but not limited to monthly subscription plan fees to the software, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Credit Admiral Software LLC website.

3. Cancellation and Termination

You alone are responsible for the proper cancellation of your account. You may cancel your account during the hours of Monday - Friday 9:00 - 5:00 EST by calling 860-785-9800 with your cancellation request, and indicating your name, customer identification, and address. An email request to cancel your account is not considered cancellation. Your account and all of its content will be deleted 90 days after your cancellation of the service. It is your responsibility to request a copy of any required data within this 90 day period. This information cannot be recovered once your account is cancelled AND 90 days have lapsed. You can cancel at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month in which you discontinued your service. You will not be charged again thereafter. Credit Admiral Software reserves the right to modify, suspend, or terminate your account at any time without notice or refund, should you use the account in a manner not consistent with this agreement or not consistent and compliant with state and or federal laws. We also reserve the right to delete all content associated with your account should you use the account in a manner not consistent with this agreement or not consistent and compliant with state and or federal laws.

4. Non-Payment and Suspension

In addition to any other rights granted to Credit Admiral Software herein, Credit Admiral Software reserves the right to suspend or terminate this Agreement and your access to the software and services if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to an interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. If you or Credit Admiral Software LLC initiates termination or suspension of your use of the Service, you will be obligated to pay the balance due on your account computed in accordance with the "Payment and Access" section above. You agree that Credit Admiral Software LLC may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Credit Admiral Software LLC will not continue to provide software or service to customers who file chargebacks. You agree and acknowledge that Credit Admiral Software LLC has no obligation to retain customer data for more than 90 days after account termination and that such customer data may be irretrievably deleted 90 days after account termination.

5. Not a Credit Repair Service (Limitations)

Credit Admiral Software LLC is not a credit repair company. Credit Admiral Software LLC provides a software application that integrates letter templates and other functions that may be used for the purpose of providing legal credit repair. Credit Admiral Software neither manages nor monitors this function, and you take sole responsibility for any credit repair operations you engage in while using the software and service as well as responsibility for disclosures and all other restrictions imposed on credit repair organizations by both federal and state laws. You, as a user of the Credit Admiral Software and Services, maintain sole control and responsibility for any use of the software and service or letters or tools contained therein, mailing of letters or other correspondence, management, monitoring, and other functions related to credit repair services that you offer or perform for consumers or for yourself, and Credit Admiral Software LLC makes no representations, guarantees, promises or other claims that such letters or application will result in any particular outcome. You may use the software and service to operate a credit repair business to challenge credit items identified as inaccurate, misleading, or unverifiable, but the software or service does not perform or provide any negotiations of credit filings or contest facts or engage in or advise on any litigation or similar process. No consumer and no "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from a consumer's credit report.

Our letters may reference information about the law. But legal information is not the same as legal advice -- the application of law to an individual's specific circumstances. Credit Admiral Software LLC recommends that you consult with a lawyer if you want professional assurance of the letters, and your interpretations of them, and as appropriate to your particular situation.

6. DISCLOSURES TO CONSUMERS REQUIRED BY FEDERAL LAW

The following disclosure is required by federal law to be provided to consumers by credit repair organizations before any contract or agreement between the consumer and the credit repair organization is executed:

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, DC 20580.

The following must be provided by the credit repair organization to consumers as a document which is separate from any written contract or other agreement between them or any other written material provided to the consumer:

Retention of Compliance Records

(1) In general--The credit repair organization shall maintain a copy of the statement signed by the consumer acknowledging receipt of the statement.

(2) Maintenance for 2 years--The copy of any consumer's statement shall be maintained in the organization's files for 2 years after the date on which the statement is signed by the consumer.

The above requirements and definitions for some of the terms used above may be found in the Credit Repair Organization Act

7. License Grant & Restrictions

Credit Admiral Software LLC hereby grants you a non-exclusive, non-transferable, worldwide right to use the software and service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Credit Admiral Software LLC and its licensors.

You may not access the Service if you are a direct competitor of Credit Admiral Software, except with Credit Admiral Software's prior specific written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance, functionality, benchmarking, or competitive purposes. You shall not license, sublicense, sell, resell, transfer, assign, distribute, exploit, use for commercial advantage, or make available to any third party the software or service or the content in any way. You shall not modify or make derivative works based upon the software, service, or the content. You shall not reverse engineer or reuse source code that is in public view. This includes any and all JavaScript.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages. You must not transmit any worms or viruses or any code of a destructive nature.

Agreement not to compete, you hereby unconditionally agree not to compete with Credit Admiral Software LLC, nor solicit, hire, engage, contract, joint venture, partner, or invest directly or indirectly with any employee, contractor or agent of Credit Admiral Software LLC for any contract, employment, joint venture, partnership etc., purpose during the usage of Credit Admiral Software LLC software and or services and for a period of (3) Three years from the date that you cease usage of Credit Admiral Software LLC software and or services. All intellectual property provided by Credit Admiral Software LLC is provided for the use of the business entity subscriber ONLY and redistribution to any other business or individual is expressly prohibited. All Credit Admiral Software LLC content is copyright protected and any use outside the scope of this agreement is subject to a minimum of \$25,000 per use fee.

The look and feel of the Software and service is copyrighted. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Credit Admiral Software LLC.

8. Changes

Credit Admiral Software LLC reserves the right, at our sole discretion, to modify or replace these Terms of Service at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our software and service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the software and service.

9. Account Information and Data

Credit Admiral Software does not own "YOUR DATA" (information or material that you have submitted to the software or service in the course of using the software or service). You, not Credit Admiral Software LLC, shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, right to obtain, and intellectual property ownership or right to use of "YOUR DATA" and Credit Admiral Software LLC shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of "YOUR DATA". In the event this Agreement is terminated (other than by reason of your breach), Credit Admiral Software LLC will make available to you a file of "YOUR DATA" within 90 days of termination if you so request. Upon suspension, termination for cause, or breach, including, without limitation, your non-payment, your right to access or use Customer Data immediately ceases, and Credit Admiral Software LLC shall have no obligation to maintain or forward "YOUR DATA" until such time as your account is brought current, but only in the event that the account is brought current within 90 days of termination.

10. Your Responsibilities

You are responsible for all activity occurring within your account. You are responsible for all users whom you create or grant access to your account. All content posted or submitted to the software or the service must comply with U.S. copyright law. All users within your account shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications (e.g., import/export laws and regulations) and the transmission of technical, personal or consumer information or data. You shall notify Credit Admiral Software LLC immediately of any unauthorized use of any password or account or any other known or suspected breach of security or law.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Credit Admiral Software represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Credit Admiral Software Help documentation under normal use and circumstances subject to the Disclaimer of Warranties and other limitations stated in this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct. Credit Admiral Software has the right to cancel this agreement and or restrict access to a users account at any time in order to protect the integrity of the account and the security of the server, in the event of the users misuse of the account or in the event of a security breach in the users account.

14. Disclaimer of Warranties

Credit Admiral Software LLC makes no guarantee, but will make best efforts as to the timeliness, availability, quality, reliability, accuracy, suitability, truthfulness, or completeness of the Credit Admiral Software LLC software and service. Credit Admiral Software LLC cannot guarantee but will make best efforts that the use of the service will be secure, timely, uninterrupted, error-free and/or operate in combination with any other hardware, software or system. Credit Admiral Software LLC cannot guarantee but will make best efforts that any stored data will be reliable and accurate or that errors and/or defects will be corrected. Credit Admiral Software LLC cannot guarantee but will make best efforts that the software and or service will be free of viruses or other harmful components. Credit Admiral Software LLC is providing software and service on an "as is" and "as available" best efforts basis.

15. MUTUAL INDEMNIFICATION

15.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 13 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non Credit Admiral Application or your breach of this Agreement.

10.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "**Claim Against Us**"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

10.3. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

16. LIMITATION OF LIABILITY

11.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

17. Internet Delays; Force Majeure

Credit Admiral Software LLC is a cloud based internet software service. As such may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Credit Admiral Software LLC is not responsible for

delays, delivery failures, or other such problems which originate from the internet or electronic communication problems not related or caused by the Credit Admiral servers.

Credit Admiral Software LLC shall not be liable for failure to perform if such failure is as a result of an Act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under such circumstances.

18. Notice

Credit Admiral Software LLC may give notice by electronic mail to your e-mail address on record in Credit Admiral Software's account information, or by written communication sent by first class mail to your address on record in Credit Admiral Software's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or 12 hours after sending (if sent by email). You may give notice to Credit Admiral Software (such notice shall be deemed given when received by Credit Admiral Software LLC) by nationally recognized overnight delivery service or first class postage prepaid mail to Credit Admiral Software at the following address: Credit Admiral Software LLC, 281 Hartford Tpke. Ste 508 Vernon, CT 06066.

19. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Credit Admiral Software but may be assigned without your consent by Credit Admiral Software LLC. Any change in your entity ownership or vestment should be promptly submitted to Credit Admiral Software LLC for approval.

20. General

These Terms shall be governed and construed in accordance with the laws of Connecticut, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms of Service will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service. No employment, partnership, joint venture, or agency relationship exists between you and Credit Admiral Software LLC as a result of this Agreement or use of the software and/or service. This Agreement comprises the entire agreement between you and Credit Admiral Software LLC and supersedes all prior discussions and agreements whether written or oral between the parties regarding the subject matter contained herein.