

Privacy Policy for Credit Surge University

Last Updated: 06/03/2023

1. Overview

PLEASE CAREFULLY READ THIS PRIVACY POLICY BEFORE USING THIS WEBSITE AND OUR SERVICES.

The “Website” refers to the website <https://creditsurgeuniversity.com>. This Website is owned or operated by Capital Financial Solutions LLC (collectively, “Credit Surge University”). This privacy policy (“Privacy Policy”) applies to information that you provide to Credit Surge University via this Website, and/or when you use our Services and/or purchase our Products, including as set forth below and as defined in the applicable Terms and Conditions.

This Privacy Policy is intended to provide you notice of Credit Surge University’s information management practices, including the types of information gathered, how it is used and safeguarded, and the degree to which you may control the maintenance and sharing of your information. Your use of any Credit Surge University Service or Website constitutes acceptance of this Privacy Policy and any other applicable terms.

We guarantee that your Personal Information is protected by the California Consumer Privacy Act (CCPA) and California Online Privacy Protection Act (CalOPPA), as well as the Children’s Online Privacy Protection Act (COPPA) and the CAN-SPAM Act of 2003, in force in the United States of America, including the General Data Protection Regulation (GDPR) approved by the European Parliament; and by all applicable international privacy and data protection treaties in effect.

If you do not agree to, or you do not wish to grant your consent to the terms and conditions described in this Privacy Policy, please stop using, browsing or navigating on our Website and leave the Website immediately. By continuing to use our Services through the Website and any other applications associated therewith and clicking Accept on the bottom found at the end of this document you are expressly granting your consent to this Privacy Policy.

The acceptance of this Privacy Policy constitutes a legal and binding agreement between you and Credit Surge University under the provisions stated below.

Please read the definitions applicable to this Privacy Policy in Section 28 set out below.

2. Our Details

The Website and its content belong to
Capital Financial Solutions LLC
7404 Executive PL Suite 400
Lanham, MD 20706
Email: support@capitalfinancialsolutions.biz

3. Personal Information That We Collect

Credit Surge University respects your privacy and is committed to protecting the Personal Information that you provide in connection with your use of its Websites and Services.

a) Personal Information You Provide:

When you use our Website and Services, you may be asked to enter your Personal Information collected, including your name, last name, email, and payment information such as your credit card number (“Personal Information” and/or “Information”).

b) Personal Information Automatically Collected by Us:

Through the use of the Website, we may use third party data collection technology (“Data Collection Companies”) to collect information related to your use of the Website. Generally speaking, this includes information about your geographic location and Site behavior. The Data Collection Companies also provide us with information about what type of device or software you use, your IP address (with location information), and whether you view the Website on mobile, tablet, or desktop.

We collect this information for statistical purposes only and to improve the viewer experience.

4. Update or Correction of Your Personal Information

If the Personal Information we have collected about you is incorrect or incomplete in any way, or you would like to update what we have, please contact us at support@creditsurgeuniversity.com. We will make the appropriate corrections when notified, as long as the corrections requested to be made are not incorrect or fraudulent in any way.

5. When Do We Collect Personal Information?

We collect Personal Information from you when you sign up or enter your Personal Information on the Website and use our Services as well as fill out any of our forms. If you're just viewing the Website, you won't be required to provide your Personal Information to us.

6. How Do We Use Your Personal Information?

When using the Website and Services, we may use the Personal Information we collect from you when you register on our Website, purchase any of our Products, respond to a survey or marketing communications (typically by email), browse the Website, or use certain other Website features in the following ways:

- To personalize your experience and to provide our Products and Services offerings in which you are most interested.
- To improve our Website in order to better serve you.
- To allow us to better serve you in response to your requests.
- To administer a contest, promotion, survey, or any other Website feature.
- To quickly process your transactions on and for the Website and/or Products and/or Services.
- To send periodic emails regarding the Website, Products, and/or Services.

7. Non-Personal Information That We Collect

As part of the registration process for providing our Products and/or Services, you may be asked to provide information that does not personally identify you ("Non-Personal Information"). For example, you may be asked to provide information concerning your personal preferences, purchasing habits, and the like. This information is generally optional but may be included in your User Account profile. Credit Surge University requests this information to understand you better

and to also bring to your attention new services, programs, or offers that may be of interest to you.

In many cases, Credit Surge University will automatically collect certain Non-Personal Information about your use of its sites and Services. Credit Surge University might collect, among other things, information concerning the type of Internet browser or computer operating system you are using, the domain name of your Internet service provider, your “click path” through Credit Surge University sites or “click-through” from an email, the Website or advertisement that was linked to or from Credit Surge University site when you visited, and your IP address. To do this, Credit Surge University may use cookies and other technology (see below). If you are using our wireless Services, we may also automatically collect information such as the type of wireless device you are using, your mobile identification number (assigned by your telecommunications carrier) and telecommunications carrier. Your use of our Website and Services, and information provided through these technologies, will be anonymous unless you provide us with any Personal Information or have provided such information in the past.

8.Information Collected by Other Means or Media

In some situations, we may also collect Personal Information and other information about you through other means, directly or indirectly. For example, if you access any Credit Surge University content, or purchase our Products via your wireless carrier or through another third party, we may collect information directly from you or through the third party. Likewise, if you provide information to other companies who share information about their customers or users, we may collect additional information about you. In each of these cases, Credit Surge University will apply this policy to any personally identifiable information.

9.Information About Other People

Some Credit Surge University Websites and Services may ask you to submit Personal Information about other people. If you provide us with Personal Information of a friend, or your friend provides Personal Information about you, to email a feature from the Website, the e-mail addresses you or your friend supply us for those activities will not be used to send you or your friend other e-mail communications unless disclosed at the time you provide the information. A record of that transaction will be maintained as allowed and/or required by law.

10.User Account

In order to use our Services and/or purchase our Products, we may from time to time offer, you will need to register and create a user account (“User Account” and/or “Account”).

Unless specifically noted, there is no cost to create a User Account in most cases. You may be asked to choose a username and screen name (each, a “User Name”) and password. Please do not use your real name or the real name of another person when selecting a Username. You will also be asked to provide certain Personal Information and other information about yourself, such as your first and last name, email address and payment method.

Please note that your Username will be available to the Internet’s general public while you participate in some Services, like chat rooms, forums or message boards, so you should exercise discretion when using these Services.

This Privacy Policy does not apply to any information you may disclose publicly in such Services. In some instances, you may choose to create a “Public Profile” that will be available to others on the Internet. Public Profiles are managed entirely by you, and you are solely responsible for your Public Profile’s content and its “public” or “private” status. Credit Surge University bears no responsibility for any action or policies of any third parties who collect any information that Users may disclose in User forums or other public areas of this Website. You are also responsible for maintaining and updating the registration information in your User Account with current and complete information. You may access, edit or remove your Public Profile by signing in to your User Account and following the directions there. You can also send an email to support@creditsurgeuniversity.com to request deactivation of your User Account.

You can unsubscribe from receiving commercial email from the Website by clicking the link contained within such emails sent to you. You should be aware that it is not always possible to completely remove or modify information in our databases. In addition, we may institute a policy for Non-EU Residents in which Personal Information is deleted after a certain amount of time, and therefore, your Personal Information may no longer exist in Credit Surge University’s active database(s). In addition, even if you choose to unsubscribe or otherwise modify your User Account settings, Credit Surge University reserves the right to contact you regarding your account and your use of this Website.

11.Special Promotions and Purchases; Submission of Content to be Published

To participate in some Services such as sweepstakes, contests and surveys (“Special Promotions”), or to make online purchases (“Purchases”), you will need to provide personally

identifiable information, such as name, last name, email, and payment method. Your information may be collected by Credit Surge University or by a third party, such as a co-sponsor or a vendor involved in, or providing services in connection with, a Special Promotion, or an e-commerce partner in the case of a Purchase.

If you make a Purchase or enter a sweepstakes or other Special Promotion on one of our sites or through our Services, Credit Surge University will collect your personally identifiable information, and you are deemed to consent to us providing your information to third parties who provide certain services such as processing of credit card transactions, Customer Service, promotion or sweepstakes administration, order fulfillment and/or prize delivery, as applicable. (As more fully described below in “Use, Disclosure, and Sharing of Information – Personally Identifiable Information”, these third parties are prohibited from using this information for their own marketing purposes and/or from sharing, selling, or otherwise distributing any personal data of our Customers, unless you choose to opt in for such additional uses and/or disclosure by the third parties, under their respective privacy policies.). Also, by entering a sweepstakes or other Special Promotion, you are agreeing to the official rules that govern that sweepstakes or other Special Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor(s) of the promotion to use your name, voice or likeness in advertising or marketing associated with the promotion.

If you make a purchase or enter a promotion (such as a sweepstakes) in which Credit Surge University is participating on a third party’s website (or through some other means or medium), we will collect your information from the third party only if you opt-in to receive additional communications from us, or we are required to fulfill some function in relation to your activity (e.g., to send your order or deliver a prize).

12. Use, Disclosure, and Sharing of Information

We do not use and/or share and/or sell and/or trade and/or exchange and/or publish any of your Personal Information with third parties for any purposes without your express consent.

a) Non-Personal Information

From time to time, Credit Surge University may use and share with third parties aggregate, Non-Personal Information to show general demographic and preference information among Users of our Website. When you visit or download information from this Website, our web servers may automatically collect Website usage information. Website usage information is non-personally identifying information that describes how our visitors use the Website. It can include the number and frequency of visitors to each web page and the length of their stays, browser type, refer-

rer data that identifies the web page visited prior and subsequent to visiting the Website, and IP addresses (see below for more information on IP addresses). Credit Surge University may use IP addresses for a number of purposes, such as system administration, to generally determine your computer's server location, to report aggregate information to our business partners or to audit use of the Website. We also may determine your screen resolution and the technology available in order to serve you the most appropriate version of a web page, e-mail or similar service.

b) Personal Information

Credit Surge University uses Personal Information about you to deliver the Services that you request, to keep you informed about changes affecting our Services or your account, to inform you of other Services or offers in which you might be interested, and to improve and enhance our sites and Services. If you provide Credit Surge University with personally identifiable information, we will take all reasonable and appropriate steps to protect it from unauthorized disclosure.

If you opt in to receive email from us, you can always opt out of future marketing messages by following the directions in each message to "unsubscribe". However, if you choose to opt out of marketing messages, we reserve the right to contact you regarding your account status, technical support, Services and/or products information, changes to account terms, and any other matter that might affect our Services to you and/or any products you purchased from us or registered with us, as applicable.

As stated in the Terms and Conditions, you will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of a Credit Surge University Website or Service, of any information about you contained in the applicable Credit Surge University database, if Credit Surge University or one of its companies assigns its rights and obligations regarding any of your information at the time of a merger, acquisition, or sale of all or substantially all of Credit Surge University's or such Credit Surge University company's assets related to the applicable site or Service to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, your continued use of the Website or any related Service signifies your agreement to be bound by the Terms and Conditions, California Privacy Policy and Privacy Policy of the Website's or Service's subsequent owner or operator.

Credit Surge University and its companies may work together in order to provide portions of Credit Surge University Websites and some Services (e.g., to fulfill prizes won in sweepstakes, or to provide other support for a Service). These companies will handle your Personal Information in accordance with this Privacy Policy.

As stated above in the "Personal Information That We Collect and Special Promotions and Purchases; Submission of Content to be Published" Sections, Credit Surge University may also work

with third parties to provide some Services on our Websites. In connection with those Services, you are deemed to consent to us sharing your information with third parties who provide services such as processing of credit card transactions, Customer Service, promotion administration, order fulfillment and/or prize delivery, as applicable. Third parties who provide, or participate in, Services on Credit Surge University Websites are prohibited from using our Users or Customers' Personal for marketing purposes and/or from sharing, selling, or otherwise using such information, unless you choose to opt in to marketing, sharing, or other uses by the third parties. If you do not want your information to be used for marketing (or other purposes unrelated to the provision of Credit Surge University Services) by a third party who participates in a Service on one of our sites, do not opt in to such use by that third party when you register to participate in the Service.

Please note that whenever you opt in to receive future communications from a third party, your information will be subject to the third party's privacy policy. If you later decide that you do not want that third party to use your information, you will need to contact the third party directly, as we have no control over how third parties use information. You should always review the privacy policy of any party that collects your information to determine how that entity will handle your information.

Credit Surge University will not share, sell, rent, or disclose any Personal Information that we have collected except as stated herein, or in the following instances; 1) where we supply companies we have associations with, with your information in order to offer you services we feel may be of interest to you and who may then contact you by telephone or direct mail (unless you have opted out of their marketing programs under the procedures set forth by them. 2) where we are required by law, legal process, or court order to disclose; 3) where disclosure is necessary to identify, contact, or bring legal action against someone who may cause or be causing harm to, or interference with, Credit Surge University's rights or property, other Credit Surge University Website Users, or anyone else; or 4) to respond to an inquiry, request or complaint that you have made. Credit Surge University may also use IP addresses it collects in cooperation with Internet service providers, to identify Users if we deem it necessary to comply with law, to enforce compliance with this Privacy Policy or our Terms and Conditions, or to protect our Website, Users, or others.

13.Data Protection and Security

While Credit Surge University takes reasonable and appropriate precautions to protect your Personal Information from unauthorized disclosure and to prevent possible security breaches in our Website, Services, and Users databases, no website, Internet transmission, computer system, or wireless connection is completely secure. Consequently, Credit Surge University cannot guaran-

tee that unauthorized access, hacking, data loss, or other breaches will never occur. Your use of Credit Surge University Websites and Services is at your own risk. Credit Surge University urges you to take steps to keep your information safe by memorizing your password or keeping it in a safe place (separate from your account information), logging out of your User Account, and closing your Web browser.

Whenever you give Credit Surge University sensitive or confidential information (for example, credit card numbers for Purchases), Credit Surge University will take commercially reasonable steps to protect the information by establishing a secure connection with your Web browser. Credit Surge University employs a security technology known as a secure-socket-layer (“SSL”) to protect the transmission of payment information to the site. Unless otherwise specified herein or on the Website where you make a Purchase, credit card numbers are used only for payment processing and are not retained for marketing purposes.

14.Fair Information Practices

In order to comply with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via email within three (3) business days of any known breach.

15.Hyperlinks To and From Other Sites

This Website may frame, and/or contain links to, or advertisements about, non-Credit Surge University websites. Other sites may also reference, advertise, or link to Credit Surge University Websites. Credit Surge University does not endorse or sponsor other websites, is not responsible for the privacy practices or the content of non-Credit Surge University sites, expressly disclaims any statements or assertions made on such websites, and denies and disclaims all liability associated with your use of, and the content on, such other sites and advertisements.

16.Emails and Text Messages (SMS)

Credit Surge University will send emails or text messages (“SMS”) to you, from time to time, to let them know about Products offers and important improvements and updates to our Website and its Services. You will be able to opt out of these emails and/or SMS at any time by clicking the unsubscribe option. However, other emails or SMS will be sent to you as system notifications necessary for the operation of the Website and its Services for which you may not deactivate this option.

17. Consent to Processing in the United States of America

By providing any Personal Information to Credit Surge University, all Users, including, without limitation, Users in the member countries of the European Union, fully understand and unambiguously consent to this Privacy Policy and to the collection, storage, sharing and processing of such Personal Information in the United States of America in accordance with this document.

18. Cookies and Related Technology

This Website's pages or email messages may contain cookies, web beacons (also known as clear gifs), or similar technologies as they become available. Cookies are information files that this Website may place on your computer to provide extended functionality. Credit Surge University may use cookies for a number of purposes, such as tracking usage patterns on the Website, measuring the effectiveness of advertising, limiting multiple responses and registrations, facilitating your ability to navigate the Website and as part of a verification or screening process. Most browsers are initially set up to accept cookies. Most browsers will allow you to erase cookies from your computer hard drive, block acceptance of cookies, or receive a warning before a cookie is stored. You should refer to your browser instructions, "Help" screen, or similar such resource to learn more about how to manage cookies and possibly reset your browser to refuse all cookies or to indicate when a cookie is being sent by indicating this in the preferences, options, or similar such menu in your browser. However, it is possible that some parts of this Website will not operate correctly if you disable cookies and you may not be able to take advantage of some of this Website's features. You should consult with your browser's provider/manufacturer if you have any questions regarding disabling cookies.

This Website may include advertisements for third parties and their products, and those third-party advertisements may include a cookie or web beacon served by the third party. Credit Surge University does not control cookies in such third party ads, and visitors are encouraged to check the privacy policies of advertisers and/or ad services to learn about their use of cookies and other technology. Credit Surge University's Privacy Policy does not cover the use of information collected from you by third party ad servers. These companies may use information (not including your name, last name, email address or payment method details) about your visits to this and other Websites in order to provide advertisements on this site and other sites about goods and services that may be of interest to you.

A web beacon is a small graphic image that allows the party that set the web beacon to monitor and collect certain information about the viewer of the web page, web-based document or e-mail message, such as the type of browser requesting the web beacon, the IP address of the computer that the web beacon is sent to and the time the web beacon was viewed. Web beacons can be very small and invisible to the User, but, in general, any electronic image viewed as part of a web page or e-mail, including HTML based content, can act as a web beacon. Credit Surge University may use web beacons to count visitors to the web pages on the Website or to monitor how our Users navigate the Website, and Credit Surge University may include web beacons in e-mail messages in order to count how many messages sent were actually opened, acted upon or forwarded.

19.Children’s Online Privacy Protection Act (COP-PA)

Credit Surge University recognizes the sensitivity of Personal Information concerning children under the age of 13 and therefore provides this special notice. Credit Surge University is committed to complying with all applicable laws and regulations regarding children, including the Children’s Online Privacy Protection Act (“COPPA”). Except in limited circumstances allowed by COPPA, Credit Surge University will not knowingly collect, use, share, store, maintain, and/or disclose any Personal Information from a child under 13 without first obtaining consent from that child’s parent or legal guardian.

If you are a parent or guardian who has discovered that your child under the age of 13 has submitted his or her Personal Information without your permission or consent, Credit Surge University will make reasonable efforts to remove such information from its active list, at your request. To request the removal of your child’s information, please send an email to support@credit-surgeuniversity.com and be sure to include in your message the same Username and password and/or e-mail address that your child submitted.

Credit Surge University encourages parents and guardians to spend time online with their children to become familiar with the types of content available on Credit Surge University Website and the Internet generally.

20.California Consumer Privacy Act (CCPA)

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Credit Surge University is providing the following additional details regarding the categories of Personal Information about California residents that we have collected or disclosed within the preceding 12 months:

a) We collected the following categories of Personal Information:

- i) Identifiers, such as name, last name, contact information, online identifiers and any other government-issued ID numbers;
- ii) Personal information, as defined in the California customer records law, such as name, last name, contact information and financial information;
- iii) Commercial information, such as transaction information, purchase history and financial details;
- iv) Internet or network activity information, such as browsing history, online behavior, and interactions with our and other websites, applications and systems;
- v) Geolocation data, such as device location and IP location; and
- vi) Inferences drawn from any of the Personal Information listed above to create a profile or summary about, for example, an individual's preferences and characteristics.

We collect this Personal Information from you and from other categories of sources: information received as part of routine card verification (fraud) checks; social networks; publicly available databases; and joint marketing partners, when they share the information with us.

We share this Personal Information with our affiliates, successors-in-interest, clients, service providers, data processors, business partners, auditors, advisors and public or government authorities.

b) We disclosed the following Personal Information to third parties (such as our service providers, data processors, business partners, auditors, advisors and public or government authorities) for our operational business purposes:

- i) Identifiers, such as name, last name, contact information, Credit Surge University identifiers and any other government-issued ID numbers;
- ii) Personal information, as defined in the California customer records law, such as name, last name, contact information and financial information;
- iii) Commercial information, such as transaction information, purchase history and financial details;

- iv) Internet or network activity information, such as browsing history, Credit Surge University behavior, and interactions with our and other websites, applications and systems;
 - v) Geolocation data, such as device location and IP location;
- c) We do not “sell” Personal Information for purposes of the CCPA.

For purposes of this Section about CCPA, “sell” means the disclosure of Personal Information for monetary or other valuable consideration but does not include, for example, the transfer of Personal Information as an asset that is part of a merger, bankruptcy, or other disposition of all or any portion of our business.

If you are a California resident, you may request that we:

- i) Disclose to you the following information covering the 12 months preceding your request:
 - The categories of Personal Information we collected about you and the categories of sources from which we collected such Personal Information;
 - The specific pieces of Personal Information we collected about you;
 - The business or commercial purpose for collecting Personal Information about you;
 - The categories of Personal Information about you that we otherwise shared or disclosed, and the categories of third parties with whom we shared or to whom we disclosed such Personal Information.

ii) Delete Personal Information we collected from you.

We will respond to your request consistent with applicable law. Nonetheless, you have the right to be free from unlawful discrimination for exercising your rights under the CCPA.

iii) How to Make Requests.

If you are a California resident, you may make a request for the disclosures described above or make a request to delete Personal Information we collected from you, by contacting us at support@creditsurgeuniversity.com

21. California Credit Surge University Privacy Protection Act (CalOPPA)

CalOPPA stretches well beyond California to require any person or company that operates websites collecting Personal Information from California viewers and/or Consumers and/or Users to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals or companies with whom it is being shared.

Pursuant to CalOPPA, we agree to the following:

- Users may visit our Website anonymously.
- There is a link to this Privacy Policy on the footer of the homepage of this Website.
- Our Privacy Policy link does include the word "Privacy" and may easily be found on the footer of our homepage. It is titled "Privacy Policy" very clearly.
- You will be notified of any Privacy Policy changes on our Privacy Policy Page (see bottom "Updated On" date).

22. CAN-SPAM Act of 2003

The CAN-SPAM Act is a United States of America law which establishes rules for commercial email messages, gives you the right to stop certain commercial emails from being sent to you, and outlines certain penalties for commercial entities or persons who violate the law.

We collect your email address, name and last name, so we can:

- Send information, respond to inquiries, and/or other requests or questions.
- Process your requests about our Services and/or products and to send information and updates pertaining to thereon.
- Send you additional information related to our Services and/or products.
- Market to our mailing list or continue to send emails to you after any transaction.
- Email you free information and advertising certain Services and/or products we offer.

In accordance with the CAN-SPAM Act, we agree to the following:

- We will not use false or misleading subjects or email addresses.
- We will identify the email message as an advertisement in some reasonable way.
- We will include our business mailing address and/or physical address in our emails.
- We will monitor third-party email marketing services for compliance. We use support@creditsurgeuniversity.com to send our emails to you.
- We will honor opt-out/unsubscribe requests quickly.
- We will allow Users to unsubscribe by using the appropriate link at the bottom of each email.

To Unsubscribe:

If at any time you would like to unsubscribe from receiving future emails, you may email us at support@creditsurgeuniversity.com or follow the instructions at the bottom of any email you receive from us and we will promptly remove you from future correspondence(s). However, unsubscribing from one list or set of emails may not unsubscribe you from receiving all future emails from us. If you experience any problems unsubscribing, please email us at support@creditsurgeuniversity.com and we will promptly handle your removal.

23. General Data Protection Regulation (GDPR)

If you are located within the European Union ("EU") or if you are a citizen of any member country of the EU, you are entitled to the following rights under the GDPR:

a) Right to be Informed

You have the right to be informed about the collection, use and disclosure of your Personal Information. For this reason, this Privacy Policy describes and explains how we collect, use and may disclose your Personal Information.

b) Right to Data Access and Portability

You may issue queries or ask questions about your Personal Information by email at any time, and we will provide you with such information in a structured, commonly used, machine-read-

able format, or (where technically feasible) to have it ported directly to another data controller, provided this does not adversely affect the rights and freedoms of others.

c) Right to Data Rectification

You have the right to ask us to update and/or rectify and/or complete your inaccurate or incomplete Personal Information. Please keep in mind that notwithstanding that all reasonable efforts will be made by us to keep your Personal Information updated, you are kindly requested to inform us promptly of any change, error or inaccuracy in your Personal Information.

d) Right to Data Objection or Restriction

You have the right to object or request us to suspend the processing of your Personal Information when you have a legitimate interest (or those of a third party) and there is something about your particular situation that causes you to object to the processing because it makes you feel it impacts your fundamental rights and freedoms. Please note that we only process your Personal Information when this is necessary to provide you with our Services and/or when it is necessary to comply with a legal obligation to which we are subject to, as when processing is necessary to protect your interests or those of another person or entity.

e) Right to Data Deletion

You have the right to ask us to delete your Personal Information when it is not relevant to the purpose for which we collect it, once the period set forth in the Paragraph “f” below has elapsed. We may delete your Personal Information before the expiration of that period, when such information is not necessary, at our sole discretion. However, please note, there may be legal obligations which may prohibit us from deleting all or part of the Personal Information held about you immediately at the time of the request, however, we will process your request at the earliest opportunity whenever the data retention period expires in accordance with Paragraph “f” below.

f) Data Retention

We may retain and store your Personal Information until necessary but for a limited period of time that may not exceed one year, since the cancellation of your User Account for any reason.

Please note that in some circumstances, we may retain your Personal Information for longer periods but in an anonymized form. This means we would delete any information which identifies you personally. We may also retain your Personal Information where such retention is necessary for compliance with a legal or regulatory obligation to which we may be subject to.

g) How to Exercise your Rights about your Personal Information

You may exercise the rights described in this Section 23, at any time, by contacting us at support@creditsurgeuniversity.com or by contacting the competent regulatory authority of your country. Please note that we will verify your identity prior to responding to any request.

We try to respond to all legitimate requests within 5 business days. Please keep in mind that occasionally it may take us longer if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated on the status.

24. International Data Transfers (EU Residents)

Credit Surge University is domiciled in the United States of America and may provide Services globally. We process and store your information in the United States of America. Also, our service providers may process and store your Personal Information in the United States of America and/or any other place. Such service providers are our Data Processors.

If you are located outside the United States of America and choose to provide us with your Personal Information, we will transfer such information to the United States of America for due processing, and our Data Processors may process your Personal Information in our country and/or any place else. You expressly accept and acknowledge that such countries may not have the same data protection laws as your country or the country in which you initially provided your Personal Information. Notwithstanding, we will ensure that our Data Processors are aware of this Privacy Policy and we will urge them and make our reasonable efforts to ensure that they implement the necessary measures to comply with the privacy, security and data protection parameters set forth herein.

By accepting this Privacy Policy, you have expressly given us authorization to transfer your Personal Information to our servers located in the United States of America and/or to the servers of our Data Processors located in their relevant countries, if necessary, to provide you with our Services.

The details of the information that we may transfer to our Data Processors are as follows:

- Data Controller: Credit Surge University
- Data Processors: Credit Surge University and its service providers.
- Place:

- Credit Surge University: United States of America.
- Data Processors: United States of America and other countries.
- Category: Personal Information referred to in Section III above.
- Frequency of the Transfer: Each time a User creates an Account on our Website and/or uses our Services.
- Nature of the Processing: Collection, process and storage.
- Purpose of Data Transfer and Processing: To provide Credit Surge University 's services to our Users.
- Data Retention Period: 1 year in accordance with Paragraph "f" of Section 23 above.

25.Changes of this Privacy Policy

Credit Surge University reserves the right to change this Privacy Policy and its Terms and Conditions at any time. In case of any material change to the Privacy Policy, we will replace the “Privacy Policy” link on the home page of our sites with a link entitled “Updated Privacy Policy” for no less than 30 days. All changes to the Privacy Policy and/or Terms of Service will be effective when posted, and your continued use of any Credit Surge University Website or Service after the posting will constitute acceptance of, and agreement to be bound by, those changes.

26.Customer Service

Some Services may offer support and technical assistance through customer service centers via telephone, online chat, or email (“Customer Service”). Whenever you communicate with Customer Service, you do so with the understanding that an operator may view and make changes to the information in your User Account in order to provide the assistance that you need.

27.Contact Us

Credit Surge University is dedicated to protecting your Personal Information and welcomes comments and questions on this Privacy Policy. You may email your questions or comments at

support@creditsurgeuniversity.com ; and in the event that delivery fails, notice can be mailed to the following address:

Capital Financial Solutions LLC
7404 Executive PL STE 400
Lanham, MD 20706

Please note that information submitted to the Website via a “contact us,” “help” or other similar e-mail address or form will not necessarily receive a response. We will not use the information provided to these email addresses or forms for marketing purposes unrelated to your request.

28. Definitions

- **“User Account” and/or “Account”** means the account that our User must create on our Website to use certain features thereon.
- **“Credit Surge University” and/or “We” and/or “Us”** means this Website and Services, owned and operated by Credit Surge University, a company with main address at 7404 Executive PL STE 400 Lanham, MD 20706
- **“Device”** means any smartphone, tablet, laptop, desktop and any other similar digital or electronic equipment.
- **"Non-Personal Information"** means information that may not be used to directly identify or be used to contact a specific individual (e.g. IP address, mobile device unique identifier, etc) particularly if that information becomes anonymous.
- **“Personal Information”** means information that may be used on its own or in conjunction with other information to identify, contact, or locate a person, or to identify an individual in context. For example, Personal Information includes, among other things, your name, last name, email and payment method.
- **“Payment Method”** means any Credit Card or any other payment method indicated on our Website.
- **“Privacy Policy”** means this document that governs the privacy and data protection practices of Credit Surge University.

- "**Product**" *and/or* "**Products**" means indistinctly the Online Learning Programs and/or Learning Materials offered by Credit Surge University.
- "**Services and/or Services**" means the services offered by Credit Surge University through its Website as described in our Terms and Conditions, available on our Website.
- "**Terms and Conditions**" means the document that describes and governs the access and use of the Website just as our Services.
- "**Website**" means <https://creditsurgeuniversity.com>.
- "**You**" *and/or* "*and/or*" "**User**" means any individual who accesses and browses our Website and/or uses our Services and/or purchases our Products.

29. Entire Agreement

These terms of use contain the entire agreement between the purchaser and the company. There will be no other promises or conditions in any other agreement (oral or written) between the purchaser and the company.