Terms and Conditions for Credit Surge University

Last Updated: 6/03/23

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1. Overview

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE USING THIS WEB-SITE AND SERVICES.

The use of this Website is as described below and is subject to the following Terms and Conditions along with our Privacy Policy including any updates in connection with which you are accepting this agreement.

The website: <u>www.CreditSurgeUniversity.com</u> ("Website") belongs to Capital Financial Solutions LLC a company based in Lanham, MD United States of America (hereinafter jointly referred to as "Credit Surge University" and/or "We" and/or "Us"). Also, "You" and/or "User" means any individual who may access, create a User Account and/or use this Website and its Services.

Credit Surge University offers its Services as described below and is subject to the following Terms and Conditions and Privacy Policy.

This is a legally binding contract between you and Credit Surge University. By accessing, browsing and/or using any of our Services on this Website, you are expressly accepting and electronically providing your consent to these Terms and Conditions and our Privacy Policy. If you do not agree with these Terms and Conditions and/or our Privacy Policy, you must not use our Services and leave this Website immediately.

Please read the definitions applicable to these Terms and Conditions in Section 31 set out below.

2. Our Information

Our details are as follows:

- Course Name: Credit Surge University
- Owner: Capital Financial Solutions LLC
- Address: 7404 Executive PL STE 400 Lanham, MD 20706
- E-mail: support@creditsurgeuniversity.com

3. User Eligibility

The use of this Website and Services is strictly available for persons who can form legally binding contracts under applicable national and/or international law prescribed in that regard.

Persons who are above legal age are eligible to use this Website and Services.

Persons who are below the age of 18 years or the age of minority ("minor") are incompetent to enter into a contract, including but not limited to un-discharged insolvents, who cannot form legally binding contracts under applicable laws, and are therefore ineligible to use this Website and our Services.

By accepting these Terms and Conditions you expressly represent and warrant that you are of legal age to enter into this agreement and use this Website and our Services.

4. Services Offered By Us

Credit Surge University offers training services to all those who wish to improve and activate their credit profiles in order to meet the credibility standards of lenders and credit issuers, and thus obtain the credits and financing they need. ("Services").

Through our online training courses ("Online Learning Programs") as well as our training books and guides ("Learning Material"), we will guide you to meet all lenders and credit issuers standards and approval requirements, and get necessary approvals, as well as setup and activate your personal credit profile, thus allowing you to get credits and financing that you need.

The contents and specifications of our Online Learning Programs and Learning Material are described in our Website ("Products").

5.User Account

Individuals who wish to use our Services must register a free account ("Account" and/or "User Account") through our Platform by providing the following information:

- First Name.
- Last Name.
- Email.
- Payment Method.

Once you have decided to use our Services you will be able to choose any of our packages available and enroll with us. We will provide a password for you to start your credit process.

You will be exclusively responsible for maintaining the confidentiality of your User Account and password and for restricting its access to any third party.

You must be responsible for all activities carried out under your User Account login and the use of your password.

You agree to immediately notify Credit Surge University if any unauthorized use of your password or User Account occurs, as any other breach of security, and ensure to logout from your User Account at the end of each session. Credit Surge University will take all commercially reasonable measures to protect your information against accidental or unlawful destruction, loss, unauthorized access, including measures to encrypt such information.

You shall provide true, accurate, complete and relevant information, in all instances where such information is required by us.

We reserve the right to confirm, verify and validate the information and other details provided to us by you. If upon confirmation, any of your information or any details are found to be wholly or partially inaccurate, then we will have the right in our sole discretion to reject, cancel or terminate your User Account and your Membership Plan and restrict you from the access and/or use of the Website and Services, including any Product, without prior written notice whatsoever. Without prejudice to any other rights available, we have the right to issue a claim against you for providing inaccurate information in addition to any other legal remedies available.

6. Membership Plans

Credit Surge University offers monthly membership plans for Online Learning Programs ("Membership Plans"). The description of each Membership Plan and fees are available on our Website.

Credit Surge University reserves the right to modify, from time to time, at its sole discretion, the Membership Plan referred above, as applicable fees for the use of our Services. If there are any such changes on Membership Plan fees, this may be timely notified to the User.

Membership Plans above may be paid by you through any Credit Card or any other payment method indicated on our Website ("Payment Method").

The Payment Method used by you must be legitimate, valid and accurate, and you must only use a Payment Method legally owned by you. Credit Surge University will not be liable for any Payment Method fraud resulting from inaccurate, incorrect, or unlawful information provided by you. Any liability arising from fraudulent acts to

the Payment Method used by you, as any responsibility to prove otherwise shall be exclusively on you.

You agree that you are the holder or authorized user of the Payment Method used to subscribe to the Membership Plan paid for by you and that you are entitled to enter into this Agreement upon presentation of a valid payment. Please note that your IP address will be captured at the time of payment of the Membership Plan.

You accept and acknowledge that payment on the Membership Plan includes all taxes, levies, duties, including but not limited to value-added tax, sales or use tax, withholdings, as tax imposed and/or assessed by any local, state, provincial governmental authority or by any foreign government. It is your bounden duty and responsibility to pay such taxes except those taxes that are assessable and payable by Credit Surge University for its income.

After the Membership Plan subscription or renewal payment has been made by you, Credit Surge University will confirm the receipt of the payment and send the confirmation of the Membership Plan by email to your email address.

You expressly accept that Credit Surge University may temporarily suspend the subscription of your Membership Plan, in case you do not pay for the renewal of its subscription. For reactivation, you must immediately pay the amount of the renewal fee.

7. Refund Policy

a) Online Learning Programs:

Credit Surge University has a **no-refund policy** for its Online Learning Programs, given you will have access to and use the content of the same immediately. For this reason, all payments you make to us when purchasing any of our Programs are final and non-refundable

You hereby expressly accept and acknowledge that all the Online Learning Programs offered by Credit Surge University on this Website are **non-refundable**, unless oth-

erwise provided by us. You are solely responsible for reviewing and becoming familiar with all relevant details about our Online Learning Programs before purchasing them on our Website.

By purchasing any of our Online Learning Programs on our Website, you expressly acknowledge that you have read and agree to these Terms and Conditions, including this Section 7.

b) Learning Material:

You will be charged \$497.00 or **THREE** payments of \$197 (2nd payment billed 14 days after initial purchase and 3rd payment billed 14 days later). There is a very strict **NO REFUND POLICY** due to the exclusivity of this membership. If you **AGREE** with these terms and agree to our policy.

By purchasing any Learning Material offered by us, you expressly acknowledge that you have read and agree to these Terms and Conditions, including this Section 7.

8. Acceptable Use and Restrictions

The use of the Website and our Services (including all our Products) are subject to the following rules and restrictions:

- a) You must only use the Website in connection with the Services offered by Credit Surge University.
- b) You must use the Website and Services for your personal use only.
- c) You must not use the Website and Services for any other purpose or in connection with any commercial activity without our express prior written consent.
- d) You must not use the Website and Services in violation of any laws, regulations, ordinances or regulations.
- e) You must not use or attempt to use the Website and Services, to:

- i) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the use of the Website and/or Services.
- ii) Send, submit and/or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes".
- iii) Promote, involve, incite or produce any activity and/or conduct and/or content and/or material that is unlawful, fraudulent, abusive, prohibited and/or in any way objectionable.
- iv) Collect or store personal data without the knowledge and express consent of the data subject.
- v) Damage, disable or impair the operation of, or gain or attempt to gain unauthorized access to the Website and/or Services or any property, devices, software, services, networks or data connected to, or inter-operating with the Website and/or Services, or to any content or data stored, accessed or delivered through the Website and/or Services, by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewalls, password protection or other information security protections or controls of whatever nature.
- vi) Defeat or circumvent, attempt to defeat, or authorize or assist any third party in defeating or circumventing controls on the use of any of the Website Services.
- vii) Change, modify or otherwise alter the Website and/or its Services.
- viii) Copy and/or reproduce the Website and/or its Services in any manner and/or through reverse engineering and/or disassemble, decompile,

translate, reconstruct, transform or extract or any portion of the Website and/or its Services, including any related malware signatures and malware detection routines.

ix) Copy, modify, use, share, reproduce, commercialize and/or disclose for its own benefit or for the benefit of any third parties, in its original or translated form, or in any other way, whether directly or indirectly, any Product and/or any information and/or material and/or content belonging to Credit Surge University, including its derivatives, without the prior written authorization of Credit Surge University.

In the event that you breach any of the rules and restrictions set forth in this Section 8, including any other provision set out in these Terms and Conditions and/or any of our Policies, we may cancel, at any time, your access to and use of our Website and Services, including access to and participation in any Class booked by you. We may additionally file proceedings against you, further to any other legal remedies available under applicable law.

9. License Use

Credit Surge University grants you a temporary, revocable and non-exclusive license, while these Terms and Conditions and our Privacy Policy are in force for the use of the Online Learning Program chosen by you, as well as our Website and any Service available there, provided that you accept such agreements.

You agree the License of Use or permission granted herein is provided on a temporary basis and may be withdrawn by Credit Surge University at any time. All rights not expressly granted herein are reserved.

10. Electronic Communication

You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, and records of transactions initiated or completed by us or via this Website. You hereby waive any rights or requirements

under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

11.Website Maintenance

Credit Surge University will make its best efforts to provide and/or make the Website and our Services available in an uninterrupted manner to the User. However, the Website and/or our Services may be subject to downtimes and/or may not be available temporarily due to scheduled maintenance activity initiated by us, therefore we may notify you of such scheduled maintenance through email. In addition, the Website and/or our Services may be unavailable due to unscheduled emergencies and/or for other causes beyond our reasonable control and for such unscheduled emergencies prior notice shall not be given by Credit Surge University.

12. Our Emails and Text Messages (SMS)

Credit Surge University will send emails or text messages ("SMS") to you, from time to time, to let you know about Services offers and important improvements and updates to our Products, as well as regarding our Website and Services. You will be able to opt out of these emails or SMS at any time by clicking the unsubscribe option. However, other emails and SMS will be sent to you automatically, such as system notifications required for the operation of our Website and Services for which you will not have the alternative to deactivate this option.

13. Customer Service

Credit Surge University allows the User to access support features available on our Website ("Customer Service"). By using this Website and Services, you accept the modality by which Credit Surge University provides technical support and Customer Service. You expressly agree that Credit Surge University may choose to change technical support and Customer Service features at any time and without prior notice.

14. Ownership Rights

Each and every intellectual property right and copyright held by Credit Surge University in relation to the Website, including our Services, as well as any Product, Online Learning Program and/or Learning Material; information; content; inventions; ideas; patents; trademarks; trade name; logos; business secrets; domain names; and knowhow, among others, that currently exist and/or that have existed in the past and/or that may exist in the future with respect to Credit Surge University and/or its Products and Services ("Intellectual Property"), are the exclusive property of, and belong solely to Capital Financial Solutions LLC.. Likewise, you accept that all moral and patrimonial rights to Intellectual Property and any derivatives therefrom, belong solely and exclusively to Capital Financial Solutions LLC

You must not reproduce and/or disclose and/or use in your own benefit or for the benefit of any third parties, in its original or translated form, or in any other way, whether directly or indirectly, any Intellectual Property or any derivatives belonging to Capital Financial Solutions LLC.

You accept that the use of the Website and/or our Products and/or Services is exclusively limited to the provisions established in these Terms and Conditions and our Privacy Policy, and that you have no right to claim any right or interest of any kind on this Website and/or our Products and/or Services and/or the Intellectual Property belonging to Capital Financial Solutions LLC and/or any other right associated or arising from such Intellectual Property.

15. Independent Contractors

You acknowledge and accept that the relationship between you and Credit Surge University is that of an independent contractor. None of the provisions to these Terms and Conditions creates an association, partnership, joint venture, agency or employment relationship between you and Credit Surge University. Nothing in these Terms and Conditions shall be construed as constituting a joint venture, partnership or employer-employee relationship between you and Credit Surge University.

16.Third Party Links

These Terms and Conditions apply only to this Website, and not to the sites of any other companies or third party organizations, including those to which this Website may forward you to. We are not responsible for the availability of any third party site to which this Website may link you to. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other site. Under no circumstances will we be held responsible or liable, directly or indirectly, for the loss or damage that may be caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other site.

17. Disclaimer, Warranties and Limitation of Liability

- a) The Website and Services are provided "as is" and "as available", as is described herein, without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, security or accuracy.
- b) Credit Surge University does not warrant and disclaims that the Website and Services will be available and/or provided in a timely, secured manner, uninterrupted, free from any errors, including but not limited to viruses or other malicious software.
- c) Credit Surge University does not warrant that the operation of the Website and Services will work properly on any specific device or with any particular configuration of hardware and/or software, or that the Website and Services

will provide complete protection for the integrity of the selected data, information or content stored or transmitted via the internet.

- d) Unauthorized duplication or publication of any materials from this Website is expressly prohibited. The use of these names, logos, and brands does not imply endorsement.
- e) Credit Surge University does not provide any kind of guarantee, implicit or explicit, and is not liable, under any circumstances, for the success of any personal and/or professional and/or commercial and/or other activity that you intend to carry out with the knowledge acquired through our Products.
- f) Credit Surge University does not, under any circumstances warrant or guarantee, directly or indirectly, any specific results that you intend to receive or earn by using our Website and Services and/or by the application and/or use of acquired knowledge through our Products.
- g) Credit Surge University is not liable, under any circumstance, for any personal and/or professional and/or commercial and/or other decisions made by you as a result of the use of our Products and/or this Website and Services.
- h) You hereby accept and acknowledge that the information provided by us is for informational and learning purposes only. Our Products will provide you with tips and ideas for improving your financial profile and you are solely responsible for any action you take based on the content therein and any opinions or templates provided as examples only. We do not promote or encourage our Users to make any false statements to the credit bureaus, you're creditors or debt collectors. You agree that due to the nature and extent of each Online Learning Program and Learning Material, the results experienced by each User may vary significantly.
- i) The content or information on this Website and in our Products are not intended to replace professional legal, tax, or financial consultation or advice.
 We recommend that you consult with a qualified legal or financial professional

any questions you may have regarding your personal credit or financial situation.

- j) The information contained and displayed within this Website and our Products are provided for informational and learning purposes only. Every effort has been made to accurately describe our Products and Services, and it's potential. Our Products and Services' potential is entirely dependent on the person using it, and their current situation.
- k) You warrant and represent that all content of the personal and credit information about you and/or of your correspondences are created by you and not Credit Surge University, and none of the facts, opinions or other substantive content on your personal and credit information and/or communications were provided by Credit Surge University. You acknowledge that as with any credit indebtedness, there is an inherent risk of loss of money and there is no guarantee that you will reach your goals as a result of the use of our Website and/or Products and/or Services. Credit Surge University assumes no responsibility for errors or omissions that may appear anywhere on this Website and/or on our Products.
- You agree that this Website and Services, including our Products, exist for informational and learning purposes only, and that the content and information displayed on the Website and our Products are for informational purposes only.
- m) Credit Surge University, shall not be liable, under no circumstances, for any direct, indirect, incidental, special or consequential damages or loss caused to you and/or any third-party, as result of use of, or our Products and/or Website and Services
- n) Credit Surge University is not responsible, under no circumstances, directly or indirectly, for any matter pertaining to your efforts to improve your financial profile, or content thereof, and you hold Credit Surge University harmless from any and all claims, suits, threats, demands, liabilities and/or actions, caused by or in any way related to any action or decision by you and/or with any credit

applied for and/or obtained by you. Such indemnity includes Credit Surge University's costs and attorneys fees in defending any such matter

- o) Credit Surge University shall not be liable to you or any third party, under no circumstances, directly or indirectly, for the suspension, cancellation, termination or discontinuation of our Website's Services and/or any of our Products caused by force majeure and/or by third parties.
- p) Credit Surge University will be held liable should it fail to comply with these Terms and Conditions and/or our Privacy Policy causing any loss or damage to you that were foreseeable, and as a result of its breach, or if Credit Surge University should fail to use reasonable care and skill. However, we will not be held liable for any loss or damage caused to you that was not foreseeable. Foreseeable loss or damage will be understood if an event is obvious or able to be predicted at the time you use our Services and can be anticipated by both Credit Surge University and you.
- q) This Website and its Services are continually under development by Credit Surge University. For this reason, Credit Surge University makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose.
- r) Access and use of this Website and Services shall be at your own risk and to the fullest extent permissible and subject and pursuant to all applicable laws and regulations. Therefore, we shall not be liable for any direct, indirect, incidental, special, exemplary, consequential or other damages whatsoever, arising out of, any access and/or the use of this Website and Services by you.
- To the full extent permitted by law, in no event will Credit Surge University, its owner, teachers and/or any other person associated, be liable to you or any third party for any indirect, consequential, incidental, punitive, special or exemplary damages or losses whatsoever, without regard to cause or theory of liability.

18. Amendments

Credit Surge University reserves the right to modify all or part of these Terms and Conditions and/or our Privacy Policy at any time. The modified Terms and Conditions and/or Privacy Policy will be published on the Website and will come effective five (5) days following its publication on the Website. In case you do not agree to such changes, you must indicate so by sending an email to: support@creditsurgeuniversity.com within five (5) days following said publication, in which case you must leave the Website immediately and also suspend the use of our Services.

Upon expiration of the term above, it will be understood that you accepted such modifications made to these Terms and Conditions and/or our Privacy Policy.

19.Termination

These Terms and Conditions and our Privacy Policy will immediately terminate upon your breach of any of the obligations in any of these agreements which may result in the suspension and/or cancellation of your access to and use of our Services, including any Online Learning Program chosen by you. Credit Surge University reserves the right to any other remedies available under law in the event that you breach any of the obligations under these Terms and Conditions and/or our Privacy Policy.

We shall not be liable to you or any third party, for the suspension, cancellation, termination or discontinuation of any of our Products and/or any other Service available on our Website.

20. Indemnity

You declare that your use of this Website and Services are intended for lawful purposes only and complies with all applicable laws and regulations.

You shall indemnify and hold Credit Surge University and/or its owner and/or teachers and/or any other person associated and/or any third-party, against any and all

claims brought by a third party for actions arising from or related to the illegal and/or unauthorized use of the Website and/or Services.

21. Force Majeure

If Credit Surge University is is prevented from carrying out its obligations under these Terms and Conditions and/or our Privacy Policy as a result of any cause beyond its reasonable control, including but not limited to unavailability of any communication system, virus attack, breach and/or sabotage in its technological systems, as well as Acts of God, war or other violence, strikes or labor disputes, lock-outs, epidemics or pandemics, quarantine measures, floods and failure of service providers, interruptions, loss or malfunctions of utilities, such as electric and/or internet service and others services; just as acts of government, including but not limited to any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency, then in such an event, Credit Surge University shall be relieved from its obligations and liabilities under these Terms and Conditions and/or our Privacy Policy as such fulfillment of the obligations is prevented.

22. No Waiver

Credit Surge University's failure to insist upon strict performance of any provision of these Terms and Conditions and/or our Privacy Policy shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of your performance or compliance with any obligation on these agreements.

23. NO SHARING

You are NOT authorized to distribute, copy, forward, give access to, and/or share any of our courses, DIY templates contained therein, or it's content with anyone else. Any violations of this policy will be legally pursued to the fullest extent permitted by law. You are NOT authorized to share your login or password information with anyone. If you share these details with anyone who did not purchase the course you will immediately be removed and there will be **NO REFUND**.

23. Entirety

These Terms and Conditions and our Privacy Policy constitutes the entire agreement between Credit Surge University and you and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

24. Sever-ability

If a court of competent jurisdiction holds any provision of these Terms and Conditions and/or our Privacy Policy to be invalid, such invalid provision shall be severed and have no effect on the remaining provisions of these agreements, and they shall continue in full force and effect.

25.No Third Party Beneficiaries

Nothing in these Terms and Conditions and our Privacy Policy, express or implied, is intended to or will confer upon any person other than you, any right, benefit or remedy of any nature whatsoever under or by reason of these agreements. No person other than you, may bring a cause of action pursuant to these Terms and Conditions and/or our Privacy Policy.

26. Assignment

You may not assign its rights or obligations under these Terms and Conditions and/or the Privacy Policy without the prior written consent of Credit Surge University.

Credit Surge University may assign these Terms and Conditions and/or Privacy Policy at any time in its sole discretion without any prior written consent by you.

27. Interpretation

The headings in these Terms and Conditions and our Privacy Policy do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. These Terms and Conditions and Privacy Policy were originally prepared in the English language. Although Credit Surge University may provide one or more translated versions of these agreements for your convenience, the English language version of thereof will be the governing version of such documents in case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises in any judicial proceeding or otherwise, the terms and conditions of these agreements will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of these agreements.

28. Disputes and Arbitration

Any dispute, claim, or differences ("Dispute") arising out of these Terms and Conditions and/or our Privacy Policy and/or our Services, which cannot be resolved between you and us within thirty (30) continuous days from the date this is being caused, shall be submitted to arbitration, upon notice by either party to the other, in accordance with this Section.

You agree that any Dispute arising under or in connection with these Terms and Conditions and/or our Privacy Policy and/or our Services that cannot be resolved amicably between you and Credit Surge University shall be settled by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The place of arbitration shall be the Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

You expressly agree that if arbitration fails to render a mutually agreed resolution, the Courts of Lanham, MD United States of America will be deemed to have jurisdiction.

29. Governing Law and Jurisdiction

These Terms and Conditions and our Privacy Policy shall be governed by and construed in accordance with the applicable federal laws in the United States of America and with the law in force in Maryland, States United of America, without regard to conflict of laws provisions. In case of any Dispute, and without prejudice of the Section 28 above, you expressly agree to submit to the exclusive jurisdiction of the Courts of Lanham, MD United States of America.

30. Payment Plan Terms

You will be charged \$497.00 or 3 payments of \$197 (1st payment billed 14 days after initial purchase) and any applicable taxes, for your order.There is a very strict NO REFUND POLICY due to the exclusivity of this membership. If you AGREE with these terms and agree to our policy.

If you choose the payment plan to purchase the course, you authorize and give permission to Capital Financial Solutions LLC to automatically charge your credit card/debit card as payment for the program. You will receive an electronic receipt with no additional authorization from you required. We will NOT contact you to see any additional approval or permission before charging your card for the installment plan.

31. Failed Payment Plan Payments

By choosing the payment plan option, your card will automatically be charged 14 days after the initial charge. If your payment plan fails on the 1st attempt and payment is NOT successfully made on the due date, your credit card will automatically be re-charged after a *two day grace period* to make your payment for the course.

After the second failed attempt: Your access will be temporarily suspended and you will NOT be able to access any of the courses until you successfully complete your payment. We will attempt to re-charge the card within 24 hours. After the 3rd failed payment: Your access will still be suspended, pending your successful completion of your owed late payment. In 5 days we will attempt to charge again. After the fourth failed attempt: If the fourth payment fails, you will permanently be removed from the program and NO REFUND will be given. When choosing the payment plan options, you consent to being responsible for ALL payments.

30. Contact Us

For any questions, comments, or complaints regarding these Terms and Conditions and/or our Website and Services, you may address to Credit Surge University / Capital Financial Solutions LLC by sending an email to: support@creditsurgeuniversity.com and in the event that delivery fails, notice can be mailed to the following address: 7404 Executive PL STE 400 Lanham, MD 20706

32. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

31. Definitions

- "Account" and/or "User Account" means the account that each User must create when registering on this Website for the use of our Services.

- "Device" means smartphones, tablets, laptops, desktops and any other similar digital or electronic equipment.
- "Disputes" means any claim, difference, reclamation, conflict, or similar between Credit Surge University and you arising from the use of this Website and/or these Terms and Conditions and/or our Privacy Policy.
- "Credit Surge University" and/or "We" and/or "Us" means collectively this Website and Services, owned and operated by Capital Financial Solutions LLC
- "Learning Material" means any training book, guide, guidelines and/or any similar material and/or content provided by us under our Services.
- *"Capital Financial Solutions LLC"* means a company with address at 7404 Executive PL STE 400 Lanham, MD 20706 United States of America.
- *"Online Learning Program"* means the online learning courses offered by Credit Surge University, in accordance with these Terms and Conditions
- *"Payment Method"* means any Credit Card or any other payment method indicated on our Website.
- "Product" and/or "Products" means indistinctly any of our Online Learning Programs and/or Learning Materials.
- *"Privacy Policy"* means the document that governs our privacy and data protection practices.
- "Service" and/or "Services" means the services offered by Credit Surge University as described in Section 4 to these Terms and Conditions.
- *"Terms and Conditions"* means this document that governs the access and use of our Website and Services.

- **"You" and/or "User"** means any individual who may access, browse and/or use our Website and Services.
- "Website" means <u>https://creditsurgeuniversity.com</u>.