

# GENERAL TERMS AND CONDITIONS FOR MENTOR

THIS GENERAL TERMS AND CONDITIONS OF SERVICE GOVERNS RELATIONS BETWEEN MENTOR AND CREDIT SCORE SERVICES.

By accepting this Agreement, by clicking a box indicating acceptance, Mentor agrees to this Agreement and to be bound by this Agreement. Mentor also agrees to be bound by this Agreement by using Services or taking other actions that indicate acceptance of this Agreement.

Mentor may create Mentor's Account only on his or her own behalf and by doing so, Mentor acknowledges and agrees that it is illegal to provide credit or bank information about anyone else. Mentor may get access to Services only after verification of Mentor identity and Mentor's eligibility for Services.

During the registration process, Mentor shall provide to Credit Score the following information about about himself or herself:

- (a) name and surname,
- (b) date of birth,
- (c) gender,
- (d) Social Security Number,
- (e) photo of Social Security Card,
- (f) photo of Driver License or photo of ID Card.

For Credit Score the privacy and security of Mentors are of paramount importance. Credit Score is committed to protecting the Mentor Data.

Credit Score's direct competitors are prohibited from accessing the Services, except with Credit Score's prior written consent.

This Agreement were last updated on July 1, 2020. It is effective between Mentor and Credit Score as of the date of Mentor's accepting this Agreement.

# **DEFINITIONS**

"Agreement" means this General Terms and Conditions of Service.

"Account" is the personal section of the Website to which the Mentor gets access after Registration and/or log in to the Website, that contains set of data relating to the Mentor including its personal data and the internal information of the Website relating to the Mentor that enables Mentor to use Website's varios features. Each individual may only have one Account.



"Client" means other than Mentor clients of Credit Score.

"Credit Score" means the <a href="https://scobooster.com/">https://scobooster.com/</a> company described in the "Credit Score Contracting Entity, Notices, Governing Law" section below.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Mentor" means an individual accepting this Agreement on his or her own behalf.

"Services" means credit boosting IT infrastructure.

**"Website"** is the website owned by Credit Score hosted in domain <a href="https://scobooster.com/">https://scobooster.com/</a> in source code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the current version, as well as with all its elements, including, but not limited to, design of web pages, images, text, videos, animations and audio. By using the Website the Mentors can use the Services.

"Mentor" means an individual accepting this Agreement on his or her own behalf.

"Mentor Data" means electronic data and information submitted by or for Mentor to Credit Score.

#### **Credit Score RESPONSIBILITIES**

# Provision of Purchased Services. Credit Score will:

- (a) provide access to Services to Mentor pursuant to this Agreement,
- (b) provide applicable Credit Score support for the Purchased Services to Mentor in working hours at no additional charge,
- (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for:
- (i) planned downtime (of which Credit Score shall give advance electronic notice), and
- (ii) any unavailability caused by circumstances beyond Credit Score's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Credit Score employees), Internet service provider failure or delay or denial of service attack, and
- (d) provide access to the Services in accordance with laws and government regulations applicable to Credit Score's provision of its Services to its customers generally (i.e., without regard for Mentor's particular use of the Services), and subject to Mentor's use of the Services in accordance with this Agreement and the applicable Order Form.

**Credit Score Personnel.** Credit Score will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Credit Score's obligations under this Agreement, except as otherwise specified in this Agreement.



### **ACCESS TO THE SERVICES**

**Registration.** In order to use of the Services, Mentor must complete the registration process and thereby to create Mentor's Account ("Account"). Mentor will also be required to provide a valid contact and payment information. By registering, Mentor further certifies that Mentor is eighteen (18) years or older and that all of the information provided incident to Mentor's registration is true, accurate, complete and up to date. Mentor further agrees to abide by all of the terms and conditions concerning use of the Services, including any specific rules and instructions from Credit Score relating to particular Services. Mentor must also establish a Mentor identification ("Mentor ID") and password and Mentor agrees to keep them strictly confidential and not to share them with others.

**Service availability.** Services may not be offered, applicable or available to Mentor based on residency, age or other eligibility criteria or factors. In the event that a Services are not available at the time of enrollment, Mentor will be notified during the course of the registration process and Mentor's registration will not be accepted or after the registration process and Mentor's registration will be cancelled. In addition to the foregoing, Credit Score reserve the right to reject Mentor's Registration for any reason.

## Mentor Responsibilities. Mentor will

- (a) be responsible for Mentors' compliance with this Agreement,
- (b) be responsible for the accuracy, quality and legality of Mentor Data, the means by which Mentor acquired Mentor Data,
- (c) prevent unauthorized access to or use of Services and notify Credit Score promptly of any such unauthorized access or use,
- (d) use Services only in accordance with this Agreement, and applicable laws and government regulations,
- (e) provide and maintain accurate contact and payment information in Account,
- (f) comply with the instructions, procedures or other specifications given by Credit Score Personnel. The Mentor must ensure confidentiality and integrity of its own access data (Mentor ID and password etc.).

The Mentor is responsible for all activities that occur on its Account or through the use of its password by itself or by other persons. If the Mentor believes that a third party has access to its password, it should use the password regeneration feature of the Website as soon as possible to obtain a new password.

Any use of the Services in breach of the foregoing by Mentors that in Credit Score's judgment threatens the security, integrity or availability of Credit Score's Services or Website, may result in Credit Score's immediate suspension of the Services and/or suspension or termination of Mentor's Account, however Credit Score will use commercially reasonable efforts under the circumstances to provide Mentor with notice and an opportunity to remedy such violation or threat prior to any such suspension.

#### **Usage Restrictions.** Mentor will not

- (a) make any Service available to anyone other than Mentor, or use any Service for the benefit of anyone other than Mentor,
- (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service include any



Service in a service bureau or outsourcing offering, without Credit Score's prior written consent,

- (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
- (d) use a Service to store or transmit Malicious Code,
- (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein,
- (f) attempt to gain unauthorized access to any Service or its related systems or networks,
- (g) use any Services to access or use any of Credit Score intellectual property except as permitted under this Agreement, an Order Form,
- (h) modify, copy, or create derivative works based on a Service or any part, feature, function or Mentor interface thereof, without Credit Score's prior written consent
- (i) frame or mirror any part of any Service, without Credit Score's prior written consent,
- (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to
- (1) build a competitive product or service,
- (2) build a product or service using similar ideas, features, functions or graphics of the Service,
- (3) copy any ideas, features, functions or graphics of the Service, or
- (4) determine whether the Services are within the scope of any patent.

### **PAYMENT**

**Terms of Payment.** Subject to this Section PAYMENT and Section TERM AND TERMINATION of this Agreement, Mentor will receive a payment related to the number of connected Clients, only if and when Credit Score determines that Mentor has remained in compliance with this Agreement (including all the instructions, procedures or other specifications given by Credit Score Personnel) for the entirety of the period for which payment is made and through to the date that the payment is issued.

If Mentor's Account is in good standing through to the time when Credit Score issues Mentor a payment, Credit Score will pay Mentor by the end of the calendar month following any calendar month in which the balance reflected in Mentor's Account equals or exceeds the applicable payment threshold - 300 USD. If Credit Score is investigating Mentor's compliance with this Agreement or Mentor's Account has been suspended or terminated, the payment may be delayed or withheld. To ensure proper payment, Mentor is responsible for providing and maintaining accurate contact and payment information in Account.

Unless expressly authorized in writing by Credit Score, Mentor may not enter into any type of arrangement with a third party where that third party receives payments made to Mentor under this Agreement or other financial benefit in relation to the Services.

**Policy of Offset.** Credit Score's payments may be offset by any applicable fees for Services. In addition, Credit Score may (a) withhold and offset any payments owed to Mentor under this Agreement against any fees Mentor owes Credit Score under this Agreement or any other agreement, or (b) require Mentor to refund Credit Score within 30 days of any invoice any amounts Credit Score may have overpaid to Mentor in prior periods. Mentor is responsible for any charges assessed by Mentor's bank or payment provider.



**Right to withhold or adjust payments arise from invalid activity.** Payments will be calculated solely based on Credit Score's accounting. Mentor acknowledges and agrees that Mentor is only entitled to payment for use of the Services for which Credit Score has been paid; if, for any reason, Credit Score does not receive payment from its Client or credits such payment back to its client, Mentor is not entitled to be paid for any associated use of the Services. Additionally, if an client who Mentor has connected defaults on payment to Credit Score, Credit Score may withhold payment or charge back Mentor's Account.

# TERMINATION, SUSPENSION, AND ENTITLEMENT TO FURTHER PAYMENT

**Term of Agreement.** This Agreement commences on the date Mentor first accepts it and continues until Mentor's Account has been terminated.

**Suspension and Termination by Credit Score**. Credit Score may at any time, without providing a warning or prior notice, temporarily suspend further payments on Account, suspend or terminate Mentor's Account because of, among other reasons, invalid activity or failure to otherwise fully comply with this Agreement. Credit Score can close Mentor's Account, if Account remains inactive for a period of 6 or more consecutive months. If Credit Score closes Account due to inactivity, and the balance reflected in Account equals or exceeds the applicable threshold - 300 USD, Credit Score will pay Mentor that balance, subject to payment provisions in Section PAYMENT. If Credit Score closes Account due to inactivity, Mentor will not be prevented from submitting a new application.

If Credit Score terminates Account due to Mentor breach of this Agreement, including, but not limited to, causing or failing to prevent invalid activity, or failure to otherwise fully comply with this Agreement, Mentor will not be entitled to any further payment from Credit Score for any prior use of the Services. If Mentor breaches this Agreement or Mentor suspends or terminates Account, Mentor is prohibited from creating a new Account. If an individual creates multiple Accounts, Mentor will not be entitled to further payment from Credit Score, and Accounts will be subject to termination with or without notice.

**Termination by Mentor.** Mentor may terminate use of Services at any time by completing the account cancellation process. Mentor's Account will be considered terminated within 10 business days of Credit Score's receipt of a notice from Mentor.

**Payment upon Termination.** If Mentor terminates Account and the balance reflected in Account equals or exceeds the applicable threshold - 300 USD, Credit Score will pay Mentor that balance, subject to the payment provisions in in Section PAYMENT, within approximately 90 days after the end of the calendar month in which Mentor terminated use of the Services. Any balance reflected in Account below the applicable threshold will remain unpaid.

**Surviving Provisions.** The sections titled "Payment", "Termination, Suspension, and Entitlement to Further Payment," "Payment Disputes", "Proprietary Rights and Licenses", Confidentiality, "Disclaimers," "Limitation of Liability," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Personal Information" will survive any termination or expiration of this Agreement for so long as Credit Score retains possession of Mentor Data.



### **PAYMENT DISPUTES**

If Mentor disputes any payment made or withheld relating to use of the Services, or, if Credit Score terminates Mentor's Account and Mentor disputes termination, Mentor must notify Credit Score within 30 days of any such payment, non-payment, or termination by submitting an appeal. If Mentor does not, any claim related to the disputed payment or Mentor's termination is waived.

## PROPRIETARY RIGHTS AND LICENSES

**Reservation of Rights**. Subject to the limited rights expressly granted hereunder, Credit Score reserves all of the right, title and interest in and to the Services including all of their related intellectual property rights. No rights are granted to Mentor hereunder other than as expressly set forth herein. Any information that Mentor retrieve is copyrighted by its owner. Mentor may not remove, alter or cover any copyright or other proprietary notices placed on this site or on products or related materials acquired through this site. Credit Score, collectively or individually, retain ownership of all intellectual property rights in the Products and this Site, including without limitation any information, materials, text, graphics, images, logos, site design, and the selection, assembly, and arrangement of the Site ("content"). The content may not be copied, distributed, displayed, modified, reproduced, performed, published or reverse engineered in whole or in part without Our prior written permission.

License by Mentor to Use Feedback. Mentor grants to Credit Score worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Mentors relating to the operation of Credit Score's Services.

### PERSONAL INFORMATION

Authorization. As needed to verify Mentor's identity and Mentor's eligibility for Services, Mentor authorizes and instructs Credit Score to obtain, monitor, and compile Mentor's:

- (i) credit information from one or more consumer reporting agencies;(ii) "non-public personal information", "personal information", and/or "highly restricted personal information" about or concerning Mentor as defined by the Gramm-Leach-Bliley Act (15 U.S.C. sec 6801 et seq); and
- (iii) other personal information.

By placing an order Mentor acknowledges and agrees that Mentor's access to the Services and any consumer credit information contained therein is subject to Mentor's prior written authorization and Credit Score verification of Mentor's identity. As such, Mentor understands and agrees that by submitting the order, Mentor is providing "written instructions" in accordance with the FCRA for Credit Score to obtain credit information about Mentor from one or more of the three nationwide consumer reporting agencies and Mentor hereby authorizes Credit Score to access Mentor's personal credit information in order to provide Services.

Sharing of personal information. The following information about Mentor may be shared with other individuals and companies, especially Clients, in order to Mentor's use of Services: (a) name and surname,



- (b) date of birth,
- (c) gender,
- (d) Social Security Number,
- (e) photo of Social Security Card,
- (f) photo of Driver License,
- (g) photo of ID Card,
- (h) bank statements and credit card statements.

**Information from third-party sources.** Credit Score may use information from third-party sources, including Mentor's mobile carrier, to verify Mentor's identity and Mentor's eligibility for Services. This information may also be shared with other companies to support Mentor's transactions and for identity verification and fraud avoidance purposes.

#### **CONFIDENTIALITY**

**Definition of Confidential Information.** "Confidential Information" means all information disclosed by Credit Score to Mentor, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Credit Score Confidential Information includes (a) all Credit Score software, technology and documentation relating to the Services; (b) all information about Clients; (c) the existence of, information about, or the terms of, any non-public beta or experimental features in a Service; and (d) any other information made available by Credit Score that is marked confidential or would normally be considered confidential under the circumstances in which it is presented. However, Confidential Information does not include any information that

- (i) is or becomes generally known to the public without breach of any obligation owed to Credit Score,
- (ii) was known to Mentor prior to its disclosure by Credit Score without breach of any obligation owed to Credit Score,
- (iii) is received from a third party without breach of any obligation owed to Credit Score.

**Protection of Confidential Information.** Credit Score retains all ownership rights in and to its Confidential Information. The Mentor will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of Credit Score for any purpose outside the scope of this Agreement and

(ii) except as otherwise authorized by Credit Score in writing, limit access to Confidential Information of Credit Score to legal counsel or accountants. Provided that Mentor that makes any such disclosure to its legal counsel or accountants will remain responsible for such legal counsel's or accountant's compliance with this "Confidentiality" section

### **TAXES**

Mentor is responsible for all taxes (if any) associated with the Services, other than taxes based on Credit Score's net income.

If required by law, Credit Score may deduct or withhold taxes (including withholding tax). If Mentor does not provide the Form W-9, Credit Score required by the IRS to apply backup withholding tax of 24% on all payments to Mentor.



Any tax withheld by Credit Score will be remitted to the IRS. Credit Score will also be preparing and filing Forms 1099 with the IRS that will show the amount of Mentor's gross earnings and taxes Credit Score paid from Mentor's earnings. Mentor will be provided a copy of this Form 1099 no later than 31st January in the year following the year Mentor made earnings. These forms can be provided to Mentor's tax accountant to assist with claiming any tax credits that may be available.

### REPRESENTATIONS AND DISCLAIMERS

**Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so. Mentor represents and warrants that Credit Score has never previously terminated or otherwise disabled an Account created by Mentor due to Mentor's breach of this Agreement;

**Disclaimers.** ANY SERVICE IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### LIMITATION OF LIABILITY

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREAFTER OR MENTOR'S BREACH OF ANY PROPRIETARY RIGHTS, CONFIDENTIALITY OBLIGATIONS, AND/OR PROPRIETARY INTERESTS RELATING TO This Agreement, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THE ADSENSE TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER ARISING OUT OF OR RELATED TO This Agreement EXCEED THE TOTAL AMOUNT PAID TO MENTOR BY CREDIT SCORE IN THE THREE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. Each party acknowledges that the other party has entered into the AdSense Terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

**Exclusion of Consequential and Related Damages.** In no event will either party or its affiliates have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its affiliates' remedy otherwise fails of its essential purpose. the foregoing disclaimer will not apply to the extent prohibited by law.

**Liability in special cases.** Credit Score can by no means be held liable for:
(i) any problem, failure, fault or error that occurs due to use of Services in a way that does not comply with the instructions, procedures or other specifications given by Credit Score Personnel or due to breach by Mentor of any of its obligations under the Agreement,



- (ii) problems occurring further to use of Service in conjunction with software or equipment that is incompatible with Mentor's operating system for which the Service has been provided,
- (iii) introduction of a computer virus affecting the correct operation of Credit Score's website,
- (iv) intrusion of a third party into the computer system affecting the correct operation of Credit Score's website,
- (v) a change in the host or hosting system,
- (vi) a network failure making Credit Score's website inaccessible,
- (vii) for loss or damage that may result from Credit Score rejection of any order that Mentor may attempt to place,
- (viii) for failure to provide all or part of Services for reasons of technical issues, Internet connection, system errors, non-providing data to Credit Score by third party on terms that Credit Score believes in its sole discretion, to be commercially reasonable.

#### **GENERAL PROVISIONS**

**Entire Agreement.** This Agreement is the entire agreement between Credit Score and Mentor regarding Mentor's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

Changes to products, pricing, and terms. Credit Score may modify this Agreement from time-to-time. When Credit Score amends this Agreement, Credit Score will post the amended this Agreement on https://CreditScore.com. Credit Score will also send Mentor an email alerting Mentor that this Agreement has been amended. Mentor's continued use of Services or received a payment constitutes Mentor's acceptance of the amended Agreement, If Mentor does not accept the new Agreement, Mentor must terminate Account within 30 days of when Credit Score emailed Mentor the notice.

**Relationship of the Parties.** The parties are independent. This Agreement does not create a partnership, employment, franchise, joint venture, agency, fiduciary or employment relationship between the parties or between the party and contractors or affiliates of other party.

**Indemnity.** Mentor agrees to indemnify and defend Credit Score, its affiliates, agents, and Clients from and against any and all third-party claims and liabilities arising out of or related to Mentor's use of the Services; or Mentor breach of any term of this Agreement. Credit Score's Clients are third-party beneficiaries of this indemnity.

**Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**Assignment**. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, Credit Score may assign this Agreement in its entirety, without the other Mentor's consent to in connection with a merger, acquisition or corporate reorganization. This Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.



**Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

**Credit Score Contracting Entity, Notices, Governing Law.** Credit Score Booster Inc. is an entity entering into this Agreement, the email address to which Mentor should direct notices under this Agreement: info@scobooster.com, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit will be governed by the laws of State of Georgia and controlling United States federal law.

**Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon the second business day after sending by email. Billing-related notices to Mentor will be addressed to the relevant billing contact designated by Mentor.

Our details: Credit Score Booster Inc 3721 New MacLand Rd Ste 200-315, 1st floor, 315 office. Powder Springs, GA 30127 USA.