



TERMS AND CONDITIONS

Fresh Start Consulting

www.freshstartconsult.com

Effective Date: October 3, 2024

Last Updated: October 3, 2024

These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“Client,” “you,” or “your”) and **Fresh Start Consulting**, a business organized and operating under the laws of the State of New Jersey (“Company,” “Fresh Start Consulting,” “we,” “us,” or “our”). These Terms govern your access to and use of the Company’s website, consulting services, authorized user tradeline services, communications, and any related products or offerings provided by the Company (collectively, the “Services”).

By accessing the Company’s website, submitting information, purchasing Services, executing agreements electronically, or otherwise engaging with Fresh Start Consulting in any manner, you acknowledge that you have read, understood, and agreed to be bound by these Terms, as well as the Company’s Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must discontinue use of the Services immediately.

Fresh Start Consulting provides financial consulting services and authorized user tradeline placement services. Tradeline services involve adding a Client as an authorized user to an existing credit account for the limited purpose of reflecting account history on the Client’s credit profile. Fresh Start Consulting does not provide credit repair services as defined by the Credit

Repair Organizations Act (“CROA”). The Company does not dispute accounts, remove negative credit items, provide legal or financial advice, or guarantee improvements in credit scores, funding approvals, lending decisions, or financial outcomes. All Services are facilitative and educational in nature, and any examples or illustrations provided are for informational purposes only and do not constitute guarantees.

The Services provided by Fresh Start Consulting do not constitute legal, financial, tax, accounting, or credit advice. Clients are solely responsible for consulting with licensed professionals regarding their individual circumstances. Any reliance on information provided through the Services is at the Client’s own risk.

By using the Services, you represent and warrant that all information provided to the Company is truthful, accurate, complete, and current. You further represent that you are legally eligible to receive authorized user tradelines and that you will use the Services solely for lawful purposes. Any misrepresentation, provision of false information, misuse of tradelines, or attempt to manipulate credit reporting systems may result in immediate termination of Services without refund and may expose you to legal consequences independent of the Company.

All fees for Services are disclosed at the time of purchase and must be paid in full prior to commencement of Services. Prices are subject to change without notice. Fresh Start Consulting reserves the right to refuse service to any individual or entity for any lawful reason. Once a tradeline has been placed or reported, the Service is deemed fully rendered and non-refundable. Consulting services are non-refundable once delivery has begun unless otherwise expressly stated in a separate written agreement executed by the Company.

Tradeline placement timelines are estimates only and are not guaranteed. Credit bureau reporting is controlled by third parties over which Fresh Start Consulting has no control. The Company is not responsible for delays, omissions, inaccuracies, removals, algorithmic changes, or reporting behavior by credit bureaus, lenders, or data furnishers. Tradelines typically remain on a credit profile for a limited period disclosed at the time of purchase. Fresh Start Consulting does not control how long a tradeline remains visible once removed and makes no representations regarding duration beyond placement.

You expressly acknowledge and agree that participation in tradeline services involves inherent risks, including but not limited to credit score fluctuations, reporting inconsistencies, lender interpretation, third-party system behavior, and regulatory changes. You voluntarily assume all risks associated with use of the Services.

You agree to indemnify, defend, and hold harmless Fresh Start Consulting, its owners, officers, employees, contractors, affiliates, and agents from and against any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys’ fees, arising out of or related to your use or misuse of the Services, your violation of these Terms, your provision of inaccurate or misleading information, or your violation of any applicable law or regulation.

To the fullest extent permitted by law, Fresh Start Consulting’s total liability for any claim arising out of or relating to the Services shall be limited to the amount paid by the Client for the specific Service giving rise to the claim. In no event shall Fresh Start Consulting be liable for

indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to lost profits, lost opportunities, reputational harm, or business interruption, even if advised of the possibility of such damages.

By using the Services, you consent to receive communications electronically, including but not limited to email, SMS text messages, and website notices. You agree that electronic acceptance, digital signatures, online checkout confirmations, and similar methods of assent constitute legally binding agreements equivalent to handwritten signatures.

Fresh Start Consulting reserves the right, in its sole discretion, to suspend or terminate Services at any time if a Client violates these Terms, applicable laws, or engages in conduct deemed abusive, fraudulent, misleading, or harmful to the Company or its partners. Termination of Services does not entitle the Client to any refund.

Fresh Start Consulting shall not be liable for any delay or failure to perform resulting from events beyond its reasonable control, including but not limited to acts of God, credit bureau outages, banking failures, system disruptions, regulatory changes, governmental actions, or third-party service interruptions.

Nothing in these Terms shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between the Client and Fresh Start Consulting.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved through binding arbitration conducted in the State of New Jersey, except where prohibited by law. You knowingly and voluntarily waive any right to participate in a class action, collective action, or representative proceeding.

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict-of-law principles. To the extent any dispute is not subject to arbitration, venue shall lie exclusively in the state or federal courts located within the State of New Jersey.

Fresh Start Consulting may assign or transfer its rights and obligations under these Terms without restriction. Clients may not assign these Terms without the prior written consent of the Company.

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Provisions relating to limitation of liability, indemnification, dispute resolution, governing law, and any obligations which by their nature should survive termination shall survive termination of Services.

These Terms constitute the entire agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, representations, or communications, whether written or oral. Fresh Start Consulting reserves the right to modify these Terms at any time. Continued use of the Services constitutes acceptance of any revised Terms.

By accessing the website or using Fresh Start Consulting's Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions in their entirety.