

Your Full Name (as it appears on your Client Registration Form)

Last updated October 12, 2020

You must review and sign on page 11

Thank you for choosing to be part of our community at The Pursuely Company, doing business as Pursuely (“**Pursuely**”, “**we**”, “**us**”, or “**our**”). This Terms of Service Agreement (the "Agreement") comprises our detailed terms of service for solutions provided under Pursuely brand and is between you ("You", "Your", "Customer", or "Client"). You should read and understand this Agreement as it is the legal contract that governs Your use of the solutions/services we provide and the authorized use of our website.

Acceptance of our Terms of Service

To purchase and use any of our products and background enhancement services, you must agree to the Terms of Service set forth below.

Changes to Agreement

Pursuely reserves the right, from time to time, with or without notice to You, to change this Agreement in Our sole and absolute discretion. The most current version of this Agreement can be reviewed by visiting our website and clicking on "Terms of Service" located at the bottom footer menu of any web page on Our web site. The most current version of this Agreement will supersede all previous versions.

Privacy and Communications Preferences

Privacy Issues. Any personally identifying information submitted through via our website, fax service, or telephone is subject to Our Privacy Policy, which can be reviewed by clicking on "Privacy Policy" at the bottom footer menu of any web page on Our website, the terms of which are incorporated therein. Please review our Privacy Policy to understand our practices. In addition to the terms of Our Privacy Policy, You understand that to eligible to use Our service, Pursuely may share information about you with our third-party providers and affiliated services and companies.

Communications from Us. By agreeing to this Agreement, you are consenting to receive certain communications from Us. For example, Pursuely may send You newsletters about a new product or service features, special offers, promotional announcements, and customer surveys via email or other methods. If you no longer want to receive the newsletters, or other promotional announcements or non-transactional communications, you can unsubscribe to them as set forth immediately below. Service-related communications from Us will include

notices about Your account (e.g., password change confirmation e-mails and other transactional information) and information concerning or related to the services and solutions provided by Us. These communications are part of your relationship with Pursuely, and You receive them as part of our service. You agree that any notice, agreements, disclosure, or other communication that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Your personal information is a big deal, and handling that information is something we take very seriously. We also think it's essential you know what information might be shared and who it could be shared with. Here's what you need to know:

Sharing your information within Pursuely.

We do share Your client account information within our different services, operating units, and companies. It is the info from Your order forms and account registration. You can tell us not to share that information and "opt-out".

You might also get offers from us for products and services we think you will like because we also share personal information, like your age, education, employment, income, address, and prior purchase history. You can ask us not to use your shared information for marketing and opt-out of that, too. If you opt-out, we may still use that information to market products and services permitted by law.

If you do not want us to share your personal information between our companies, or use your shared personal information for marketing, give us a call at (855) 746-4500. Also, be sure to tell us that you don't want us to share your personal information for marketing or both.

Our Companies

In case you are wondering, our different companies are those owned by The Pursuely Company. They include companies that begin with Pursuely and may be serviced under various trade names. Individual company names may be different.

Right to Terminate

Your Termination. You can terminate this Agreement by notifying us that you no longer wish for us to provide any further services to you at any time. If you choose to terminate our business relationship with you, there will be no refunds of any monies paid to us by you. Furthermore, we will no longer acknowledge any of your prior purchased references or credentials.

Our Termination. We reserve the right to terminate or restrict Your use of our service, without notice, for any or no reason whatsoever. We can also suspend service and Your access to your online account with us if you (i) have breached any terms of this Agreement, (ii) pose an unacceptable risk to Us or others, (iii) provide us with any false, incomplete, misleading information about your true identity or background, or (iv) for any other reason that Pursuely determines violates the law or Pursuely's policies.

After Termination

Once Your business relationship with us is terminated, (i) You will stop all use of the services or features we previously provided to you, including but not limited to: displaying, advertising, or listing any employment, personal or professional reference and education credential provided by our service. and (ii) You will continue to be bound by those clauses of this Agreement that survive termination. We are not liable to You for any compensation, reimbursement, or damages in connection with Your use of our service or our termination of it.

Limitations and Restrictions on the Use of Our Service

Your use of our services must comply with all applicable laws, statutes, rules, and regulations, as well as industry practices and procedures and only for lawful purposes. Pursuely's products and/or services are available only in the United States and cannot be used outside of the United States. You may not use any of our employment, personal, or professional references as well as education credentials in any "Prohibited Career" category, as set forth below. Pursuely may suspend or terminate at any time our business relationship with you when it is determined that you are using our service in any Prohibited Career field.

Prohibited Career field categories include, but are not limited to, the following:

- 1. Aerospace related fields, including but not limited to air traffic controllers, flight engineers, pilots, and aviation mechanics.***
- 2. Education/Teaching related fields, including but not limited to teachers, instructors, and school administrators.***
- 3. Legal/Law Practice related fields. Including but not limited to attorneys, law clerks, and paralegals.***
- 4. Medical-related fields, including but not limited to doctors, nurses, paramedics, ambulatory, and medical assistants.***

Age Restrictions. You must be over the age of twenty-one (21) to order any of our background enhancement services. This policy is designed to protect the public and allow us to create a proper employment and education timeline that matches a person's age.

Applicable Law.

You must comply will all federal and state local laws applicable to the solutions we provide you.

Prohibited Use. We will not acknowledge or confirm any request for verification of your references or credentials if such action may violate this Agreement, applicable law, or exposes Us or others to potential physical or economic injury or resembles possible criminal activity.

How our Service Works and Things to Know

Generally. We provide fabricated (always fictional), but fully verifiable and credible employment, personal, professional, landlord references in addition to academic credentials such as diplomas, degrees, and certificates. Other services we offer outside of our career packages

upon request are legal name changes, credit enhancement, and customized solutions to fit one's unique background needs.

Review of Orders. In conjunction with your order and payment for the background enhancement solutions you purchase, we conduct a mandatory due diligence investigation to confirm your identity and the legitimacy of your payment for risk management and internal fraud prevention purposes. Should our routine due diligence inquiry yield any flags, suitability concerns, or in our sole judgment believe that the services you ordered could result in a serious risk to the public we reserve the right to cancel your order and return payment. We also reserve the right to refuse service on a case-by-case basis. We also may require you to provide a copy of your government-issued identification and credit/debit card for fraud prevention.

Fulfillment of Order. Once we have reviewed your order, it will be automatically placed in the fulfillment queue, and if you are a new client, you will be assigned to a dedicated representative that is responsible for your success. Usually, all orders submitted during the Monday through Friday before 1:00 PM MST week will be fulfilled within 48 hours. Order submitted during the weekend may take up to 72 hours to fulfill. Typically, you will be contacted via telephone before your order is fulfilled to confirm the details of your order.

All orders paid by ACH bank debit (excluding credit/debit card payments) will be held for six (6) business days in order for us to process the payment and verify the funds were successfully paid. No exceptions.

Refunds. We have a no refund policy. This means after you submit payment, there will be no refunds issued even if you desire to cancel your unfulfilled order. Should we cancel your order during our review of your order, you will be automatically issued a payment refund reversal. We currently do not offer a money-back satisfaction guarantee due to previous abuse of our money-back guarantee policy. You agree and understand before making payment to our service that we have a no refund policy, and no exceptions will be made to this policy. We will not be held liable if we are unable to fulfill our obligation for any reason, including but not limited to communications failure of our phone, email, websites, or other infrastructure affecting our ability to operate our service.

Material Representations and Warranties. Pursuently makes no warranties or representations of any kind for the services being offered. You agree not to hold us responsible for any loss you suffer because of using our services, including but not limited to service delays and incomplete or interrupted service, regardless of cause.

Period of Verification. You understand that your Career Package includes a six (6) month period of verification from the date your order is fulfilled. This is the initial maximum period that we are obligated to service and confirm the references and credentials we provided you. This period of verification can be extended indefinitely in twelve (12) month (1-year) increments by notifying us of your desire to extend the initial six (6) month period within 90 days of order and upon additional payment of \$99.00 (USD) per year. It is your responsibility to notify us before the initial period of verification expires to ensure you maintain an active verification status in our systems.

No Employment Guarantee. You understand that our service is in no way a guarantee of obtaining employment or other life success. We are simply a means of assistance in enhancing

a person's background to make them employable and competitive in the workplace and elsewhere.

Risk of Using our Services. You agree and understand that you are taking the risk that an employer, landlord, or other parties might discover that you have fabricated your background references and/or credentials that we provide you to no fault of our own, either by underperforming, lacking material knowledge for that career, or other acts. Thus, you agree not to hold us responsible, and if anyone contacts us regarding this, we may refuse to confirm you subscribed to any of our background enhancement solutions and will not provide any information incriminating ourselves, although we are not guaranteeing that. There are no refunds if you are discovered using the fabricated information, we provide you, as this is no fault of our service.

Recording of Telephone Conversations. You agree when contacting us by telephone that your call between you and us may be recorded and maintained for quality assurance. You will be notified at the commencement of your call via pre-recorded announcement as to whether your call is subject to recording. If you do not consent to telephonic audio recording, then you must use another method of communication such as email or fax to contact us. At no time may you record a telephone conversation between us on your own accord.

Terminate at will. You understand and agree that we may cancel our agreement with you at will, at any time for any or no reason. We are not required to give you a reason as to our termination between our company and said user of our service. In the event, we terminate our relationship with you, all references and credentials we previously issued and provided to you will be revoked and void. No refunds will be issued in this event.

Payment Disputes and Chargebacks. You agree and understand that your purchase will appear on your credit/debit card as "Pursuely Co." or "Pursuely". You agree not to file a credit card or debit card dispute which results in a chargeback to our account concerning any purchase or payment you made to us and hereby waive all dispute rights afforded to you by your card issuing bank or network. If you breach this agreement and file a chargeback, upon a resolution in our favor of the chargeback by either the card-issuing bank, the payment card processor or by Visa, MasterCard, Discover, or American Express, you agree to reimburse us for any cost incurred in researching and responding to such chargeback, including without limitation our actual cost paid to the credit card processor or our banks, other third parties, and the reasonable value of the time we spent on the matter, as determined in our discretion in good faith. You further agree that all dispute resolutions rights will be deemed waived by you, and these amounts will be added to the original amount of your original purchase and that this total amount will then be immediately due and payable. If your chargeback is upheld, you agree to pay all of the same costs, in addition to the original purchase price. If a chargeback is placed or threatened on a purchase, we also reserve the right to report the incident for inclusion in chargeback abuser's database(s) of our choosing and our sole discretion. The information reported will include your name, full address, IP address, device name(s), phone number, order date, order amount, and credit card number. Being listed on such databases may make it difficult or even impossible for you to use (any of) your credit/debit card(s) on future purchases with us or other online merchants who subscribe to such a "friendly fraud" chargeback database(s). Chargeback abusers wishing to be removed from the database(s) we reported to shall make a payment to us for any outstanding amount owed to us, plus \$100.00 (USD) for processing and handling by wire transfer or other means we may require. This policy was

implemented to prevent and manage "friendly fraud" chargebacks. Friendly fraud chargebacks occur when the actual cardholder pays for our services with the intent to immediately dispute the transaction with the credit or debit card issuer to obtain a fraudulent refund or credit for the transaction.

Academic Diplomas, Degrees, and Certificates

You understand that the academic credentials (e.g., diplomas, degrees, certificates, etc) we provide you with are from businesses we created, own, manage, and control. These businesses operate as a virtual institution(s), are not staffed on-site, or have an actual brick and mortar physical campuses. All of our academic institutions are registered entities (non-profit or for-profit corporations) in the U.S. state they are headquartered in, formed more than thirty (20) years ago, are in good standing status with the Secretary of State's office, all of which can be verified online on the relevant state government website. We undertake great effort to project to the public that these academic institutions are real, established, and accredited schools, colleges, universities, or institutes when they are researched and contacted. These institutions have a world-class appearance and resemble most other traditional academic institutions in the United States. Additionally, all of our academic institutions have fully functional enterprise-class websites with impressive logos, listed in 411 directory assistance databases, have great visibility online when researched using any search engine, have local telephone and fax numbers, fully automated phone systems with interactive voice response (IVR) menu prompts and professionally recorded voice over greetings. All our academic institutions live answer incoming calls and responds to email inquiries during their "campus operating hours". You will be assigned to one of our more than twenty (20) academic institutions in our current portfolio that are used for academic credentials during the fulfillment process of the order. For confidentiality and the privacy of our academic institutions, we will not disclose to you before order fulfillment the name of any academic institution we use, nor may you select the name of the academic institution from a menu of choices. You understand and agree that the education credentials we provide as part of our service, including but not limited to diplomas, degrees, and certificates, do not satisfy or lead to the satisfaction of any local, state, or federal secondary or postsecondary education requirements. Our education credentials are not granted by a regionally accredited educational institution recognized by the US Department of Education and do not afford you transferable credit hours or units. Our education credentials do not give you the right to represent yourself as a graduate of a traditional regionally accredited college, university, academy or institute or the holder of an accredited degree. If you do, it is at your own risk.

All our academic institutions claim accreditation by a private non-profit accrediting organization. However, this accrediting agency is managed and operated by us to enhance the success of our education credentials when used by you. The accrediting agency is also a registered non-profit organization in the state; it is headquartered and has all the same online presence and other same features as our academic institutions to enhance its credibility when contacted or researched. Under normal circumstances, our academic credentials accomplish their objective that is to assist in the pursuit of your new career, provided you do not attempt to use an academic degree in connection with any official local or federal government job as such jobs normally require a degree which was granted by an academic institution that is recognized by the US Department of Education as being regionally accredited.

By purchasing and using any of our services involving these fabricated academic credentials we provide, you now certify that you understand all the service disclaimers stated in this Terms of Service Agreement.

Important Terms and Conditions of the Use of Our Website and Services

1. You agree that the person for which our service is to be provided is a real, living person, who has attained the age of twenty-one (21) years old and fluent in the English language. You further agree that you have genuinely represented your identity to us and are not using an alias.
2. You agree not to use any of our services in connection with an application for any bank loan, credit card application, mortgage loan, or payday lender loan that results in you fraudulently providing any of the solutions you purchased from us in support of such pursuit.
3. You certify and now declare that you possess a minimum of two (2) years of relevant work experience or knowledge in the career field you choose to have us provide you employment references in.
4. You certify and now declare that you possess a minimum of four (4) years of relevant life experience in the field of study you choose to have us issue you any academic credential (i.e., diploma, degree, or certificate) in.
5. You understand and agree that the references and credentials we provide to you cannot be used in connection with any immigration and/or visa application in the United States (U.S.) and should we become aware you used any of our services for that purpose we will immediately terminate our obligation to provide you further services and reserve the right to report you to U.S. Immigration and Customs Enforcement (ICE), U.S. Department of Homeland Security (HSI) and/or the U.S. Department of State Diplomatic Security Service (DSS). It should be noted that providing any false statement on any U.S. Government application, document, form, or to make a false statement verbally to any agent of the U.S. Government is a federal crime and punishable by imprisonment and fine. Those who gained entry into the United States under false pretenses (e.g., using our services to support their immigration application or otherwise) and discovered may also be subject to deportation and prohibited from reentering the United States for ten (10) years. At no time may you ever use our service to assist you in misleading the U.S. Government. In any event, you agree not to hold us responsible should you be discovered, prosecuted, and deported for violating U.S. federal law should you choose to violate this section.
6. You agree and understand that our legal name change service we offer is provided by a third party non-attorney contractor. At no time does a licensed attorney oversee any of the name change processes for our clients. All name change petitions are presented to the court pro se (meaning that you represent yourself without a lawyer). Your name change petition will be filed in one of four "name change friendly" states we use based on your prior background and other conditions. Your name change petition will never be filed in the current state you reside in or resided previously in to avoid any potential discovery of your new chosen name. In the event your name change petition is denied by the court there will be no refund of the monies you paid us, we will however at no additional cost to you re-file your name change petition in a different jurisdiction other than in the one it was denied in. You further agree and understand that in some instances it may take up to one hundred and twenty (120) days to complete your legal name change with the court. At no time do we represent ourselves as licensed attorneys.

7. You understand and agree that we may refuse service to you, if we determine you unfit for our services based on records publicly available and that we are not required to disclose our reason(s) for such adverse action. Should we make a business decision not to serve you, we will promptly refund any monies you paid to us, provided we have not fulfilled your order and provided you any references, credentials, or other services.

8. You agree not to use our services to propagate any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any endorsement constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal, or international law.

9. You certify and agree that you are not connected, by any means, with any law enforcement agency or organization, association, or commission, at any local, state or federal level, or private policing background investigation, or security firms. You further certify that you are not in any way associated with any legal or justice systems, including courts of law, legal offices, or legal representatives. Such individuals or parties are prohibited from purchasing or using any of our services. If you violate this section either directly or indirectly, you agree to promptly pay us a monetary penalty of \$1,000,000 (USD). You further agree that any claim of qualified immunity to prevent us from collecting such monetary penalties because of this forfeited and waived by you and your organization.

10. You agree and understand that you are prohibited from purchasing or using any of our solutions if you are associated with "any form of media" organization, including, journalists, bloggers, content writers, ghostwriters, reporters, videographers, newspapers, general media, or television media. Such individuals or parties are prohibited from purchasing or using any of our services. If you violate this section either directly or indirectly, you agree to promptly pay us a monetary penalty of \$1,000,000 (USD). Nothing in this section prohibits any of the above-specified individuals or parties from writing or publishing any sort of media article or story about us, provided such activity does not include directly or indirectly purchasing any of our services for the purpose of any investigative journalism story in which the names of any of our reference or credential sources would be disclosed as part of such story as such acts would violate the confidentiality agreement and terms of service all purchasers of our services agree to. Please contact us if you do not understand or unsure if this section applies to you.

11. You agree not to purchase or otherwise access or use any of our services if you are a direct or indirect competitor of Pursuely, In addition, you may not access any of our services for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes.

12. You agree not to under any circumstances (i) sell, resell, transfer, assign, distribute, otherwise commercially exploit or make available to any third party the services we provide in any way; (ii) modify or make derivative works based on our service; (iii) create Internet "links" to the services or "frame" or "mirror" any Content on any other server or wireless or internet-based device; or (iv) reverse engineer or access the services we provide in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions, or graphics of our service, or (c) copy any ideas, content, text, slogans, features, functions, or graphics of our service. If you violate this section either directly or indirectly, you agree to promptly pay us a monetary penalty of \$5,000,000 (USD).

13. You agree by purchasing and using our services that you will not hold us liable for anything and will not, under any circumstances, file a civil claim against us in any court.

Website Terms & Conditions of Use

Terms

By accessing Pursuely's website, you are agreeing to be bound by these Website Terms & Conditions of Use, all applicable laws, and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this website. The materials contained in this website are protected by applicable copyright law and trademark law.

Personal Use License Only

Permission is granted to temporarily download one copy of the content and materials on Pursuely's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:

- a.) Modify or copy any of the content and materials;
- b.) Use the content and materials for any commercial purpose, or any public display (commercial or non-commercial);
- c.) Attempt to decompile or reverse engineer any part of this website or App that is part of Pursuely's service;
- d.) Remove any copyright or proprietary notations from any of our content and materials;
- e.) Transfer the content and materials to another person or "mirror" the materials on any other server.
- f.) Use any of the materials and content in connection with any civil or criminal investigation and prosecution; or
- g.) Use any of the materials and content in connection with any media publication.
- h.) Use any of the materials, content, ideas, solutions to compete either directly and indirectly against our business.

Certain exceptions may be granted if in the interest of our service, if such written permission is obtained from us by writing permission in writing at The Pursuely Company, Attn: Legal Team, 1234 Market Street, Suite 226, Denver, CO 80202-2523 USA or by emailing us at: permissions@Pursuely.ly

This license shall automatically terminate if you violate any of these term restrictions and may be terminated by The Pursuely Company at any time. Upon terminating your viewing of these materials and content or upon the termination of this license, you must destroy any downloaded content and materials in your possession, whether in electronic or printed format.

Website Disclaimer

The materials and content on Pursuely's website are provided "as is". Pursuely makes no warranties, expressed or implied, and now disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, The Pursuely Company does not warrant or make any representation concerning the accuracy, likely results, or reliability of the use of the materials and/or content on its Internet website or otherwise relating to such materials or on sites linked to this site.

Limitations

In no event shall Pursuely or its vendors, suppliers, data providers, related companies, subsidiaries, employees, or subcontractors be liable for any damages (including without limitation, damages for loss of our service availability affecting your career or reliance on our service), arising out of our inability to access the materials and/or content on our website or use our offline services, even if we or one of our authorized representatives has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Revisions and Errata

The materials and content appearing on Pursuely's website could include technical, typographical, or photographic errors. Pursuely does not warrant that any of the materials on its website are accurate, complete, or current. The Background Guru may make changes to the materials and content contained on its website at any time without notice. Pursuely does not, however, make any commitment to update the materials and content.

Links

Pursuely has not reviewed all the sites linked to its Internet website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply an endorsement by Pursuely or the site or company. Use of any such linked website is at the user's own risk. Please review the below Privacy Policy concerning links outside of our website.

Modifications of the Website Terms & Conditions of Use

Pursuely may revise these Website Terms and Conditions of Use for its website at any time without notice. By using this website, you agree to be bound by the then current version of these Website Terms and Conditions of Use.

Governing Law

The laws of Colorado shall govern any claim relating to Pursuely's website without regard to its conflict of law provisions.

How to Reach Us

If you have any questions about these terms or for permission requests, please contact us using the contact information supplied below:



The Pursuely Company

Attn: Legal Team

1624 Market Street, Suite 226
Denver, CO 80202-2523 United
States of America

+1-720-927-3200

+1-720-927-3199 Fax

+ Legal@Pursuely.ly

Consent to this Agreement

I hereby fully understand these Terms of Service and fully consent and agree to said Terms of Service stated herein this document.

Signed or Printed (Full Name) of Client

Date Signed