

BoomSplit

Terms of Use

Last Updated: August 23, 2021

This document sets forth the BoomSplit Terms of Use (these “Terms”) for use of the BoomSplit service (“BoomSplit Service” and “Service”) offered to you (“you”) by Boom (“Boom”, “we”, “us”, and “our”) in connection with your BoomSplit account. The following Terms incorporate and supplement the Platform-wide [Boom Terms of Use](#). In the event of any inconsistency between these Terms and any provision in the Platform-wide Boom Terms of Use, these BoomSplit Terms of Use control with respect to the BoomSplit Service, but only to the extent necessary to resolve the inconsistency. By using the BoomSplit Service, you are agreeing to these Terms.

If you are a renter, by submitting Submitted Information (defined in Section 11 below) such as your name and rent amount, you agree that Boom may contact your landlord or property manager to verify such information if necessary. If you are a landlord or property manager, you acknowledge and agree that you have read the “Notice to Furnishers of Information” at the end of this Terms.

If you are using the Service on behalf of your employer or another entity (“Organization”), you represent and warrant that you have full legal authority to bind your Organization to this Terms. Accordingly, all references in this Terms to “you” or “your” shall be deemed to include your Organization, except where the context may otherwise require. If you do not have such authority, then you may not use the Service on behalf of your Organization and you must discontinue all use of the Service immediately.

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1. Terms of Use Updates

Boom may amend this agreement from time to time and will post notice of the latest version to the website. The revised version will be effective immediately after we post it. Changes will not apply retroactively. Your continued use of the services following any update to these Terms will be deemed acceptance of the updated Terms. If you do not agree to the updated provisions included in these Terms, you should discontinue use of the Service.

2. Provision of the Service

You are responsible for any Internet connection and telecommunications fees and charges that you incur when accessing the Service. You acknowledge and agree that Boom may make changes to any aspect of the Service at any time without notifying you in advance.

3. Termination of Service

Boom reserves the right to deny service to any person or entity at Boom's sole and absolute discretion. You acknowledge and agree that Boom may stop providing the Service or restrict your use of the Service at any time, without notifying you in advance, for any reason or no reason, including, without limitation, for any violation of this Terms or if Boom suspects that you have used any aspect of the Service to conduct any fraudulent or illegal activity. If Boom disables your access to your account, you may be prevented from accessing the Service, your account details or any materials contained in your account. If Boom terminates your service for what it believes to be fraudulent activity, you shall not receive a refund of fees paid to Boom.

4. Accounts and Security

4.1. Account. To access certain features of the Service, you must have an account. You may only register for an account if you are eighteen or older and have a valid U.S. Social Security Number. By registering, you certify that you meet these criteria. You may be required to provide information about yourself as part of the registration process or your continued use of the Service. All information you provide to us must be true, accurate, current, and complete information. You are required to keep all information up to date and accurate. You agree not to misrepresent your identity, your personal information, or other information you provide to us.

4.2. Fees. You agree to pay all applicable fees and taxes incurred by you or anyone using your account. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. Boom may, from time to time, modify, amend, or supplement its pricing and billing procedures, and such changes shall be effective immediately upon posting a link to an update of this Terms or posting such changes elsewhere on the Site. If there is a dispute regarding your payment of fees, or the Service, Boom shall have the right to terminate your account without prior notice. For the avoidance of doubt, if you purchase a monthly (or other periodic) membership, you agree and acknowledge that your subscription has a recurring payment charge each month within 30 days of when your BoomSplit payment is made, and you accept responsibility for all recurring charges prior to cancellation, including where applicable any charges processed by Boom after the expiration date of your payment card. You agree that any applicable fees and other charges are non-refundable in whole or in part except as found in our refund policy. You are fully liable for all charges to your account, including any unauthorized charges.

4.3. Refund Policy. No refunds shall be provided unless agreement is made directly with a Boom representative. Any request made under this paragraph must be made by telephone to our customer service number listed on www.boompay.app, or via email at hello@boompay.app.

4.4. Account Security. Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of your account password. You agree to notify Boom immediately if you become aware of any unauthorized use of your password or of your account.

4.5. Account Sharing or Transfers. You may not register an account for anyone but yourself. Accounts may not be sold, traded, gifted or otherwise transferred at any time under any circumstances. You may not share your account with, or disclose your password to, anyone else.

4.6. Cancellation by You. You have the right to cancel your subscription or your account at any time as long as you do not have outstanding payments owed to Boom. Provided you do not have outstanding payments owed to Boom, you may cancel either your subscription or your account, but for security purposes it must be done by telephone using the customer service number listed at www.boompay.app. You may not cancel your account to evade an investigation, and you remain liable for all outstanding

obligations if your account was in fact closed without repayment. After you cancel your account, information previously shared with other users may remain viewable by those users until they delete such information.

4.7. Termination by Boom. Boom may at any time terminate your account if:

- Boom determines that you are (i) in breach of or otherwise acting inconsistently with this Terms or (ii) engaging in fraudulent or illegal activities or other conduct that may result in liability to Boom;
- Boom determines it is required by law to terminate your account; or
- Boom decides to stop providing the Service or critical portions of the Service.

Note that all amounts owed to Boom, including fees and rent payments, survive termination of service.

4.8. Effect of Account Termination or Cancellation. If you voluntarily terminate your account or allow your account to lapse, you may reactivate that account by registering a new user account on the Android or iOS app with the same email and phone number. There may be a fee associated with such reactivation. Accounts terminated by Boom for any type of abuse including, without limitation, a violation of this Terms, may not be reactivated for any reason.

4.9 BoomSplit Program. By using BoomSplit, you designate Boom to pay your monthly rental payment upfront for a membership fee. This rental payment is then split up into smaller repayments that will be deducted from your linked bank account in Boom on the repayment dates predetermined during the BoomSplit sign up process. In addition to repaying Boom the total rental payment amount, you agree to pay Boom the membership fee that is agreed upon during the BoomSplit sign up process.

Boom reserves the right to approve and deny you the ability to use BoomSplit based on Boom's underwriting model and capital availability.

By using BoomSplit, you agree that you remain the Tenant under the Lease you provided to Boom. Further, you remain fully liable for payment of all amounts due under the Lease. Failure of Boom to make payments as required under the Lease does not waive or release you from the liability for timely payments to your Landlord.

4.10 Collections

Boom will contact customers who fail to repay Boom on the agreed upon repayment date. If payment is not received within 30 days of the agreed upon repayment date, Boom reserves the right to employ a collection agency to recover outstanding payments and monthly membership fees.

If we need to contact you to service your account or to collect amounts you owe, you authorize us and our subcontractors, including TrueAccord Corp. and any other debt collection agency we use, to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. You consent to be contacted in any way, such as calling, texting, emailing, sending mobile application push notifications, or using any other method of communication permitted by law and to contact you on a mobile, wireless, or similar device, even if you are charged for it. You consent to be contacted using an automated dialer or prerecorded messages.

You also certify that any email address you provide is a personal email address and not a work email address. If you change your email address, it is your obligation to update your email address.

4.11 E-Sign Consent and Disclosure

This E-Sign Disclosure and Consent apply to all records and communications related to any service provided by Company.

1. **Electronic Form:** You agree that We may provide you with records and communications in electronic format. This consent includes, but is not limited to, all legal and regulatory disclosures; communications; notices.
2. **Manner of Transmission:** You agree that We may provide the records and communications referenced in (a.) (i) by email, (ii) by access to a website designed in an email notice from Company to you, or (iii) to the extent permissible by law, by access to a website generally designated in advance for such purpose.
3. **Withdrawing Consent:** You may withdraw your consent to receive the records and communications in (a.) by contacting us at hello@boompay.app or via the 'Contact Us' section on the Boom website found at www.boompay.app. Once we process your request to withdraw your consent, your access and use of the Company's Service will terminate. Any withdrawal of your consent to receive electronic records and communications will be effective only after we have had a reasonable period of time to process your withdrawal.
4. **Updating Your Information:** You are responsible for providing us with a true, accurate, and complete email address, contact, and other information related to this E-Sign Consent & Disclosure and the Company Services and to maintain and update promptly any changes in that information. You can update your information through our website.
5. **Hardware & Software Requirements:** In order to access, view, and retain the electronic records and communications that we make available to you, you must have:
 - a. An internet browser that we support, which include Internet Explorer 10.x or higher, Safari 3.2.x or higher, Firefox 32.x or higher and Chrome 38.x or higher, Mac OSX Safari 5 and higher, Safari for iOS 6 and higher, Chrome for iOS, and Chrome for Android;

- b. Local, electronic storage capacity to retain Records or Communications or a printer to print them;
 - c. A valid email account and software to access that email account;
 - d. An up-to-date device or devices (e.g., computer, tablet, mobile phone, etc.) suitable for connecting to the Internet and supported by Company;
 - e. An operating system capable of receiving, accessing, and displaying Records and Communications from us in electronic form via text-formatted email or access to our website using a supported browser.
6. **Requesting Paper Copies:** We will not send a paper copy of records or communications unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your electronic records and communications by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy of any particular record or communication, contact us hello@boompay.app. Please make sure to state that you are requesting a paper copy of a particular record or communication. We do not charge a fee for providing a paper copy of records or communications.
7. **“In Writing” Designation:** All records and communications in electronic or paper format from us to you will be considered “in writing”. You should print or download for your records a copy of this E-Sign Consent and any other electronic records or communications important to you.
8. **Federal Law:** You acknowledge and agree that this E-Sign Consent is being provided by you in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act and that you and Company intend the Act to apply to the fullest extent possible under the law.
9. **Termination/Changes:** Company reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, to terminate, or to change the terms and conditions under which it provides electronic records and communications. We will provide you with notice of any such change or termination as required by law.
10. **Consent:** You hereby give your affirmative consent to receive electronic records and communications as described in this E-Sign Consent and Disclosure. You further agree that your computer or other device satisfies the hardware and software requirements specified above and that you have provided True Accord Corp. with a current email address at which it may send you electronic records and communications.

ACKNOWLEDGEMENT AND EXCLUSIVITY: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS CONSENT AND DISCLOSURE, UNDERSTAND IT, AND AGREE TO COMMUNICATE BY EMAIL.

5. Renter Onboarding Process

5.1. Identity Verification. Boom has partnered with Stripe to verify identity. By using the Service, you agree to allow Boom to verify your identity through a database match (name, SSN, DOB) or ID verification.

5.2. Bank Account Connection. Boom has partnered with Plaid to allow you to securely link accounts so that we can execute and verify your payments. By using the Service, you agree to allow Boom to access the account details including transaction history without storing personal or sensitive information on Boom servers.

6. Use Requirements

6.1. License Grant. Subject to the terms and conditions of this Terms, Boom hereby grants you a limited, non-exclusive, personal, non-sublicensable, non-assignable license to use the Service, which may only be used in connection with the Service and in accordance with this Terms and any rules, restrictions or documentation set forth by Boom from time to time.

6.2. Updates. You acknowledge and agree that Boom may update the Service from time to time with or without notifying you, and may add or remove features or functions to the Service at any time in its sole discretion. You acknowledge and agree that Boom has no obligation to make the Service available to you, make any subsequent versions of the Site available to you or to continue to support the Service in any way. You acknowledge that your access to the Service may not be continuous, features may change during your use of the Service, and Boom may terminate your access to the Service or stop offering the Service at any time.

7. Restrictions and Conditions of Use

7.1. Use of the Service. Boom permits you to view and use the Service solely for your own personal use. You agree not to license, create derivative works from, transfer, sell or re-sell any information, content, materials, data or services obtained from the Service. Boom reserves the right to add or remove information, content or Services from the Site at any time at its sole discretion.

7.2. Accessing the Service. You agree not to access, or attempt to access, the Service by any means other than through the user interface provided through the Platform. You specifically agree not to access, or attempt to access, the Service through any automated means (including, without limitation, through the use of scripts, bots, spiders or web crawlers) and you agree to comply with the instructions contained in any robots.txt file present on the Service.

7.3. No Violation of Laws. You agree that you will not, in connection with your use of the Service, violate any applicable law, ordinance, rule, regulation or treaty. Without limiting the foregoing, you agree that you will not make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).

7.4. Use Restrictions. You may not connect to or use the Service in any way that is not expressly permitted by this Terms.

You may not: (i) remove any proprietary notices from the Service; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Service; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity without the prior written consent of Boom; or (iv) make any false, misleading or deceptive statement or representation regarding Boom or the Service.

Without limiting the foregoing, you agree that you will not: (i) institute, assist, or become involved in any type of attack including, without limitation, denial of service attacks, upon the Service (or any servers, systems or networks connected to the Service) or otherwise attempt to obstruct, disrupt or interfere with the operation of the Service or any other person's or entity's use of the Service (or any servers, systems or networks connected to the Service); (ii) attempt to gain unauthorized access to the Site, the Service, accounts registered to other users, or any servers, systems or networks connected to the Service; (iii) use the Service for any commercial purpose unless consistent with this Terms and the intended use of the same, or for the benefit of any third party, or charge any person or entity, or receive any compensation for, the use of the Service, unless you are specifically authorized to do so in a separate written agreement with Boom; (iv) use the Service to develop, generate, transmit or store information that is defamatory, harmful, abusive, obscene or hateful; (v) use the Service to perform any unsolicited commercial communication not permitted by applicable law; or (vi) use the Service to engage in any activity that (A) constitutes harassment or a violation of privacy or threatens other people or groups of people; (B) is harmful to children in any manner; (C) constitutes phishing, pharming or impersonates any other person or entity, or steals or assumes any person's identity (whether a real identity or online nickname or alias); or (D) violates any applicable law, ordinance, rule, regulation or treaty.

Without limiting the foregoing, you agree that you will not use the Service for any other unlawful, prohibited, abnormal or unusual activity as determined by Boom in its sole discretion.

You also agree that you will not use Service to purchase: (i) illegal items or conduct any illegal activities or transactions; (ii) ammunition, firearms, certain firearm parts or accessories, and certain weapons or knives regulated under applicable law; (iii) narcotics, steroids, controlled substances, quasi-pharmaceuticals, or drug paraphernalia; (iv) currency in any form, including virtual and digital

currency; (v) stolen goods, including but not limited to, digital or virtual goods; (vi) a good or service deemed unacceptable by Boom or its bank partner(s), in their sole discretion.

You also agree that you will not use Service for the purpose of payment for: (i) an existing loan(s) from another institution; (ii) money wires or transfer.

7.5. No Data Mining or Harmful Code. You agree that you will not (a) obtain or attempt to obtain any information from the Service including, without limitation, email addresses or mobile phone numbers of other account holders or other data; (b) intercept, examine or otherwise observe any proprietary communications protocol used by the Service, whether through the use of a network analyzer, packet sniffer or other device; or (c) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan horse, trap door, time bomb or any other codes, instructions or third party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, any aspect of the Service.

7.6. Violation of this Terms. You acknowledge and agree that you are solely responsible, and Boom has no responsibility or liability to you or any other person or entity, for any breach by you of this Terms or for the consequences of any such breach. Boom may at its option, terminate its relationship with you, or may suspend your account immediately if it determines you are using the Service contrary to the restrictions found in this Section 6 or any other terms of this Terms.

8. Dispute Resolution

If you believe there is an issue regarding your BoomSplit payment, please send all disputes to hello@boompay.app. Our team attempts to respond to all customer disputes within 2 business days and will attempt to resolve the dispute within 7 business days. Our goal is to resolve any disputes with you directly, in a fair and cost-effective manner. Please refer to [Boom Terms of Use](#) for information regarding arbitration.

9. Links

9.1. Links from the Site. The Site may contain links to websites operated by other parties. Boom provides these links to other websites as a convenience and use of these websites is at your own risk. The linked websites are not under the control of Boom and Boom is not responsible for the content

available on the other websites. Such links do not imply Boom' endorsement of information or material on any other website and Boom disclaims all liability with regard to your access to and use of such linked websites.

9.2. Links to the Site. Unless otherwise set forth in a written agreement between you and Boom, you must adhere to Boom's linking policy as follows: (a) the appearance, position and other aspects of any link to the Site may not be such as to damage or dilute the goodwill associated with Boom's or its licensors' names and trademarks; (b) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Boom; and (c) when selected by a User, the link to the Platform must display the Platform on full-screen and not within a "frame" on the linking website. Boom reserves the right to revoke its consent to the link at any time and in its sole discretion.

10. Location

The Service is operated by Boom in the United States. If you choose to access the Service from a location outside of the United States, you do so on your own initiative and you are responsible for compliance with applicable local laws.

11. Submitted Information

11.1. In order to use certain aspects of the Service, you will need to provide Boom with, (i) if you are a renter, your personal information (name, email address, password, phone number, date of birth, Social Security number, property address and prior property addresses), personal information of your landlord or property manager (name, phone number and address), and rental information (rent amount and payment dates) and any information necessary for us to verify and validate the information with your landlord or property manager and (ii) if you are a landlord or property manager, your personal information and personal information of your tenants, and rental information ("Submitted Information"). For more information about how we use and share information that we collect from you, please refer to our Privacy Policy.

11.2. We do not endorse, represent, or guarantee the completeness, accuracy, reliability or usefulness of any Submitted Information. Submitted Information is entirely the responsibility of the person from whom such information originated. You are responsible for the information you choose to submit using the Service. In particular, you are responsible for ensuring that you do not submit material that (a) is protected by copyright, contains trade secrets or otherwise is subject to third party proprietary rights, including

privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner; (b) is false or is a misrepresentation; (c) is offensive, unlawful, harmful to minors, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; or (d) impersonates another person. Boom may in its sole discretion block, prevent delivery of or otherwise remove Submitted Information as part of its effort to protect the Service or its customers, or otherwise enforce the terms of this Terms. Further, Boom may in its sole discretion remove Submitted Information and terminate your account if you submit any information that is in breach of this Terms.

11.3. Boom does not claim ownership of any of your Submitted Information. With respect to all of your Submitted Information, and subject to our Privacy Policy with regard to personal information included in any Submitted Information, you grant Boom a perpetual, irrevocable, non-terminable, unlimited, worldwide, royalty-free, sublicensable, fully paid-up, non-exclusive and transferable license to access, store, publish, host, reproduce, distribute, prepare derivative works of, display, modify, copy, transmit, process, and perform, or otherwise use in any manner whatsoever, the Submitted Information or any part of the Submitted Information in connection with the Service and Boom' (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any and all media formats and through any and all media channels. You agree this license includes the right to use your personal information included in any Submitted Information in connection with delivering the Services, as described in our Privacy Policy without any obligation or compensation to you. You further agree this license includes the right for Boom to publish your name, address, rent amount and rent payment dates in a searchable format that may be accessed by other users of the Services, such as landlords or property managers (if you are a renter) and renters (if you are a landlord or property manager). You may take down any of your Submitted Information at any time by contacting us at hello@boompay.app; however, you acknowledge and agree, that Boom may still have access to such Submitted Information and that the above license granted by you to Boom will remain in effect despite your removal of the Submitted Information from the Service. You hereby represent, warrant and covenant that any Submitted Information you provide does not include anything to which you do not have the full right to grant the license specified in this Section 12.3.

11.4. You acknowledge and agree that: (a) you are solely responsible for, and Boom has no responsibility to you or any third party for any Submitted Information that you submit, post or publish on or through the Service; (b) Boom does not guarantee any confidentiality with respect to your Submitted Information; and (c) Boom is not responsible for any Submitted Information provided by third parties that you may have access to through your use of the Service and all Submitted Information is the responsibility of the person from whom such Submitted Information originated. You acknowledge and agree that (i) Boom has no control over and is not responsible for the use of Submitted Information by its users, including any user

that has uploaded Submitted Information to a personal device; and (ii) Boom may not be able to remove Submitted Information that is uploaded onto a user's device. Boom does not endorse any Submitted Information or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with Submitted Information.

11.5. You acknowledge that Boom has the right to update inaccurate Submitted Information provided to us. At Boom' sole discretion, any Submitted Information may be included in the Service in whole or in part in modified form. In addition, Boom and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Submitted Information that is available via the Service that violates this Terms.

11.6. You acknowledge that your Submitted Information is your sole responsibility. You agree that, under no circumstances, will Boom be liable in any way for any Submitted Information, including, but not limited to, any errors or omissions in any Submitted Information, or any loss or damage of any kind incurred as a result of the use or distribution of any Submitted Information transmitted or otherwise made available via the Service.

12. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

THE BOOMSPLIT SERVICE AND RELATED DOCUMENTATION IS WITHOUT, AND WE EXPRESSLY DISCLAIM, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS APPLY TO THE BOOMSPLIT SERVICE AND RELATED DOCUMENTATION.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR ANY SOFTWARE OR DOCUMENTATION RELATED TO THE BOOMSPLITSERVICE.

13. General

13.1. Terms Revisions. This Terms may only be revised in a writing signed by Boom, or published by Boom on the Site.

13.2. No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Boom as a result of this Terms or your use of the Service.

13.3. Assignment. Boom may assign its rights under this Terms to any person or entity without your consent. The rights granted to you under this Terms may not be assigned without Boom' prior written consent, and any attempted unauthorized assignment by you shall be null and void.

13.4. Severability. If any part of this Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.

13.5. Attorneys' Fees. In the event any litigation or arbitration is brought by either party in connection with this Terms, the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

13.6. No Waiver. Our failure to enforce any provision of this Terms shall in no way be construed to be a present or future waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Boom of any provision, condition or requirement of this Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

13.7. Notices. All notices given by you or required under this Terms shall be in writing and sent to hello@boompay.app.

13.8. U.S. Government Rights. If you are, or are entering into this Terms on behalf of, any agency or instrumentality of the United States Government, the Software is "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable.

14.9. Equitable Remedies. You acknowledge and agree that Boom would be irreparably damaged if the terms of this Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

13.10. Entire Agreement. This Terms, including the documents referenced in this Terms, constitutes the entire agreement between you and Boom with respect to the Service and supersedes any and all prior agreements between you and Boom relating to the Service

All furnishers of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

13.11. Interpretation. This Terms is not to be interpreted in any way that was not intended by Boom.

14. Specific Registration Consents

When you register as a member, you authorize us to create and maintain an account in your name using your account registration information and other information that may be collected about you in accordance with our Privacy Policy as part of providing our Services (collectively, such information is your "Member Profile."). By registering, you also specifically consent to let us request and receive your consumer report data and other data about you from third parties to include in your Member Profile as follows: I understand that I am providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law for Boom or its affiliated companies to request and receive copies of consumer reports, scores and related information about me from third parties, including, but not limited to, Equifax, Experian, and TransUnion. I understand that my instructions let Boom and affiliated companies obtain such information at any time for as long as I have a registered Boom account to use as described in the Terms of Service and Privacy Policy.

15. Not a Legal or Professional Advisor

Boom is not a credit repair organization, credit counselor, or financial or legal advisor as defined under federal or state law. Use of our Services is not a replacement for personal, professional advice or assistance regarding your finances, credit history or fixing your credit rating.

16. Compliance with Law

You must comply with all applicable laws when using our Services. You are not permitted to use our Services to obtain any consumer report, score or other consumer credit information under false pretenses or in violation of the Fair Credit Reporting Act or applicable state or federal law.