



Welcome to **Prime Credit!!** Enclosed you will find the Client Term Agreement for your services with **Prime Credit**. We have begun setting up your file and are excited to see you on your way to a stronger credit profile. Please print and sign the Client Term Agreement and the Authorization for Recurring Direct Pay

Please remember to:

- Initial All Disclosures (Section 16) on pages 4 and 5 of the Client Term Agreement;
- Sign where indicated on page 5 of the Client Term Agreement;
- Verify and fill in the blanks on page 8 of the Client Term Agreement and sign where indicated;
- NO CASH PAYMENTS WILL EVER BE ACCEPTED (Including Enrollment)**
- IF PAYING WITH ACH DIRECT PAY FROM CHECKING OR SAVINGS ACCOUNT, please fill out and sign the attached AUTHORIZATION FOR DIRECT PAY document

IMPORTANT

MUST INCLUDE THE FOLLOWING LEGIBLE COPIES WITH ALL SUBMISSIONS:

- Copy of Drivers License (With current address)**
- Social Security Card**
- Current Utility Bill, must have same address and be in the name of client (not a cell phone bill)**

Once completed, please return ALL PAGES to our Enrollment Department by fax at 704-696-2857

Attn: **Prime Credit**

As always, if you have any questions or concerns, please do not hesitate to contact us.
Sincerely,

Prime Credit 704-729-7000

Name		Initials	
Name		Initials	

Notice of right to cancel: You may cancel this contract, without penalty or obligation, within Three (3) days after the date your enrollment payment is received.



CLIENT TERM AGREEMENT

This CLIENT TERM AGREEMENT ("Agreement") is made and effective on _____ (date) by and between **Prime Credit** ("Company") and _____ ("Client").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Definitions.**

As used herein, the following terms shall have the meanings set forth below:

A. "Products" shall mean the following of Company's products to be sold by Company:

Prime Credit

2. **Terms and Conditions**

Package selected: **Individual** **Couple** , "See Exhibit A"

A. The specific services, guarantees, payment terms, and total cost are set forth in the client disclosure statement incorporated herein for all purposes.

3. **Conflict of Interest.**

Client warrants to Company that it does not currently represent or promote any lines or products that compete with the Company's Products.

4. **Indemnification.**

A. Indemnification by Client. Client shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Client.

B. Indemnification by Company. Company shall indemnify and hold Client free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of failure of Company to provide reasonable credit score increase within the allotted term.

5. **Product Availability.**

Under no circumstances shall Company be responsible to Client or anyone else for its failure to fill accepted orders, or for its delay in filling accepted orders, when such failure or delay is due to strike, accident, labor trouble, acts of nature, war, civil disturbance, vendor problems or any cause beyond Company's reasonable control.

6. **Affiliate Service Provider.**

Prime Credit credit restoration services have the option of fulfilling the credit services through a credit services processor or affiliate to best serve you.

7. **Term and Termination.**

A. Term. This Agreement shall continue as outlined in "Exhibit A" unless terminated by company as provided herein. Thereafter, this Agreement shall continue until terminated by conditions provided within this agreement.

B. Termination for Cause. If either party default in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within thirty (30) days following such notice, the Agreement will be terminated.

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8. **Limitation on Liability.**

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation or reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company.

9. **Confidentiality.**

Client acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, clients, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Client agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company. Company shall advise Client whether or not it considers any particular information or materials to be confidential.

10. **Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed according to the laws of the State of **North Carolina.**

11. **Entire Agreement.**

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

12. **Notices.** Any notices required or permitted by this Agreement shall be deemed given if sent by Certified mail, postage prepaid, e-mail, fax, return receipt requested or by recognized overnight delivery service: If to Company; At its principal place of business or if to Client, at the aforementioned address.

13. **Severability.**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

14. **Legal Expenses.**

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

15. **Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

16. **Client Obligations & Agreement.** (Please initial next to each disclosure.)

- A. _____ Client will return, along with signed agreement, a copy of their driver's license, social security card, and a recent Utility bill showing the correct address (cell phone bill, gas bill, electric bill, etc.).
- B. _____ Client agrees to assist Company in obtaining initial credit reports, with scores, from all three credit bureaus (Equifax, Experian and Trans Union) and understands that Company cannot

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Name		Initials	

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proceed with credit bureaus until credit reports are received, however client shall receive a full term of service from the date the initial credit reports are received.

- C. _____ Client agrees to maintain on time monthly payments of their current credit obligations (i.e. – car loan, utility bills, mortgage payments, credit cards, etc.). Failure to maintain those payments will result in severe damage to the progress and improvements made by **Prime Credit** and will forfeit any guarantees. Also the addition of any new negative item to the credit file shall void any and all guarantees.
- D. _____ Client agrees to contact credit support department on any questions regarding their credit INCLUDING credit inquiries or questions regarding applying for consumer credit.
- E. _____ If Client was referred to **Prime Credit** by one of our referral partners named here _____, Client hereby expressly consents to Prime Credit, sharing data concerning the progress of the credit restoration process with the aforementioned referral partner.
- F. _____ Client agrees to payment terms and conditions as chosen in Exhibit A which is incorporated into this agreement.
- G. _____ Client also agrees to forward all mail received regarding their credit file to **Prime Credit** as soon as they receive items from any of the three credit bureaus, Equifax (CSC Credit services for TX residents), Experian, and Trans Union.
- H. _____ Company guarantee shall be understood as the following: **Prime Credit** shall guarantee the satisfaction of all its clients. Any client unhappy with their results can request a refund according to the **Prime Credit** money back guarantee policy in section 16. K.
- I. _____ If the client fails to complete the payment schedule any and all refunds are forfeited. Guarantee shall be considered satisfied if client fails to request a refund within 60 days of contract completion.
- J. _____ Client understands this is a binding agreement and Failure to make the arranged monthly payments can result in negative activity to client's credit file.
- K. _____ Furthermore, client agrees to money back guarantee policy, which is based on the following formula: 1) each deleted item from clients credit file will be assessed a \$100 value in which the amount of items deleted will be subtracted from the total paid to determine the refund portion 2) Example: if there are 4 items deleted from the credit file the total value will be \$400, if the client has paid \$800 then the client would be due a refund of \$400 3) Example: If there are 14 items deleted from the credit file the total value will be \$1,400, if the client has already paid \$800 then there would be no refund due since the value of the deleted items is more than what the clients have paid.

Name		Initials	
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- L. _____ Upon completion of agreement clients which are eligible or ineligible for refund will be notified by terms set forth in section 12 of contract. Clients eligible for a full refund will be given option of renewing service for a term equal to the refund in lieu of refund, renewal option shall not exceed 1 term and is limited to one renewal option and upon completion of renewal terms contract will be considered satisfied by company and client in which no refunds will be issued.
- M. _____ Contract is month to month from the start date of the agreement based upon initial credit reports being received. Either party may cancel this at any time with 30 days notice, sent in written format. Notice shall not be considered received unless confirmation of receipt has been received by all parties.
- N. ____/____ **You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right..**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____ By: _____
 Credit Consultant Client Client
Prime Credit Printed Name Printed Name

Notice of right to cancel: You may cancel this contract, without penalty or obligation, within Five (5) days after the date your enrollment payment is received.

Name		Initials	
Name		Initials	

Notice of right to cancel: You may cancel this contract, without penalty or obligation, within Three (3) days after the date your enrollment payment is received.



TO: **Prime Credit**
 PO Box 4674
 Mooresville, NC 28117
 Phone 704-729-7000
 Fax 704-696-2857

NOTICE OF RIGHT TO CANCEL

You may cancel this contract, without penalty or obligation, within Five (5) days after the date your enrollment payment is received.

If you cancel, any payment made by you under the contract will be returned within Five (5) business days after the date of receipt by the seller of your cancellation notice.

To cancel this contract, mail, fax, or deliver a signed dated copy of this cancellation notice or other written notice, to **Prime Credit** at above address, not later than midnight of the 3rd day after your enrollment payment is received.

I hereby cancel this transaction:

Date: _____

By: _____
 Client Client

 Printed Name Printed Name

*** ONLY SIGN AND RETURN IF YOU INTEND ON CANCELLING SERVICE ***

Name		Initials	
Name		Initials	

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 PO Box 4674
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I hereby cancel this transaction:

Date: _____

By: _____	_____
Client	Client
_____	_____
Printed Name	Printed Name

*** ONLY SIGN AND RETURN IF YOU INTEND ON CANCELLING SERVICE ***

Name		Initials	
Name		Initials	

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Name (include middle initial and suffix)			DOB	Social Security#
Home Phone	Cell Phone	Work Phone	Email Address	
Name (include middle initial and suffix)			DOB	Social Security #
Home Phone	Cell Phone	Work Phone	Email Address	
Current Mailing Address			Current Physical Address (if different from mailing address)	
<p><i>I have given accurate information above and I give authorized representatives consent to review and obtain or assist to obtaining my personal credit report from any available means Equifax, Trans Union, and Experian, or any third party provider for the purpose of assessing, analyzing and or assisting in the restoration, advising and or repair of my credit..</i></p>				
Signature			Date	
Signature			Date	

DISCLOSURE STATEMENT

Name		Initials	
Name		Initials	

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Prime Credit will:

1. **Prime Credit** shall, upon initiation of agreement, provide prompt assistance to client in obtaining credit records for the client from all three credit reporting agencies Equifax (CSC for Texas Residents), Experian, and Trans Union.
2. **Prime Credit** shall also, within the course of 3 to 7 business days of receipt of agreement, set up clients with their online private client site which will allow them to check progress throughout their maintenance agreement. A username will be provided to the client to access their online private client site, and the client will be responsible for setting their own password and security questions.
3. Also within 10 business days of enrollment into **Prime Credit** credit restoration service the client shall be contacted by **Prime Credit** in order to go over processes during the term of service with **Prime Credit** credit restoration service.
4. **Prime Credit** shall also post credit education materials to the clients Private Client Site periodically for client review. Client will be notified by e-mail within 7 business days from initiation that their account information is ready for client review and comment.
5. **Prime Credit** shall assist client in determining the action to take with each account in regards to that clients file. **Prime Credit** is available to review each account on the clients personal credit file by calling the customer service numbers provided upon enrollment.
6. **Prime Credit** will provide credit education materials to the client's; and those client's without e-mail address via US Postal Service. All new clients will also receive a credit education and welcome packet via US Postal Service or email within 10-15 business days from initiation.
7. **Prime Credit** shall prepare challenges for items appearing on the customer's credit reports which the customer indicates are inaccurate, incomplete, obsolete, or unverified as per the Fair Credit Reporting Act.
8. **Prime Credit** will submit transmittals of challenges, within 3 to 7 business days but not to exceed 10 business days, of receipt of credit information and executed disclosure and agreement from customer.
9. Each consecutive month of service **Prime Credit** shall prepare all follow-up challenges, as per the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act and transmittal of the same.
10. Follow-up services will be fully performed by **Prime Credit** every 35 days not to exceed every 40 days.
11. Every month the client shall forward copies of all materials received by the 3 credit bureaus, Equifax (CSC Credit Services for TX residents), Experian, & Trans Union, by mailing or faxing copies to Total Credit Repair in a timely manner. It is important to forward the materials received by the credit bureaus so the client's private client site can be updated expeditiously.
12. All items resolved will also be posted to the client's private client site, which is accessed online by the username and password provided to client upon initiation.
13. **Prime Credit** shall also provide a client services staff for assistance in answering questions regarding client's accounts from Monday through Friday 8am to 5pm eastern standard time.
14. **Prime Credit** agrees only to challenge items under the above acts and as legally available.

Name		Initials	
Name		Initials	

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15. Company guarantee and refund policy shall be understood as the following: To any client that maintains 12 consecutive months of maintenance service, **Prime Credit** shall guarantee their satisfaction of service:
 - i. Should client believe they have not received valuable service, in consideration of refund, all accounts will be evaluated on a per record itemization.
 - ii. For every account repaired or removed from the credit file **Prime Credit** shall assess a \$100 value. If, at the end of term, the value of repair/removals exceeds total price paid, then customer is due no refund. Should the value of repair/removals fall below the pricing paid, then customer will be extended a length of service satisfactory to the credit due and remaining.
 - iii. Failure to maintain consistent monthly payments and addition of 1 negative item to the credit file VOIDS any and all guarantees. If the client misses a payment, or has a payment returned for NSF or any other reason this will VOID any and all guarantees. Should any new negative information be added to the client's credit file during the term of the agreement this will VOID any and all guarantees.
16. If the client fails to complete the payment schedule any and all refunds are forfeited. The addition of any new negative information shall also void any and all money back guarantees. Guarantee shall be considered satisfied if client's credit is improved during 12 months of maintenance service.
17. This is a binding agreement and should service be cancelled after the initial 3 day right of rescission (see attached notice) a cancellation fee of up to \$150 can apply to client's account to cover processing fees, set up fees, handling fees, and regulatory fees occurred on client's account. Failure to make the arranged monthly payments can result in negative activity to client's credit file.
18. Furthermore, upon completion of agreement and maintenance companies money back guarantee policy is based on the following: 1) each deleted item from clients credit file will be assessed a \$100 value in which the amount of items deleted will be subtracted from the total paid to determine the refund portion 2) Example: if there are 4 items deleted from the credit file the total value will be \$400, if the client has paid \$700 then the client would be due a refund of \$300 3) Example: If there are 12 items deleted from the credit file the total value will be \$1,200, if the client has already paid \$700 then there would be no refund due since the value of the deleted items is more than what the clients have paid.
19. Upon completion of agreement, clients which are eligible or ineligible for refund will be notified by terms set forth in section 12 of contract. Clients eligible for a full refund will be given option of renewing service for 1 term in lieu of refund. Renewal option shall not exceed 1 term and is limited to one renewal option and upon completion of renewal term, contract will be considered satisfied by company and client, in which no refunds will be issued.
20. **Prime Credit** makes no other guarantees aside from the guarantees expressly written within this disclosure. No oral agreement or other agreement shall override this agreement unless received in writing from an authorized **Prime Credit** officer.

Name		Initials	
Name		Initials	

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21. Attached Hereto, exhibit A, is the payment plan accepted by Client and incorporated herein for all purposes.

It is agreed that this Disclosure Statement has been signed prior to the execution of the Contractual Agreement between the parties.

Said disclosure statement received by the undersigned consumer on the ___ day of _____, 200__.

By Consumer: _____

Printed Name: _____

By Consumer: _____

Printed Name: _____

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**EXHIBIT B SEC. 405. DISCLOSURES
Consumer Credit File Rights Under State and Federal Law**

Name		Initials	
Name		Initials	

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You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact:

The Public Reference Branch
 Federal Trade Commission
 Washington, D.C. 20580.

(b) *Separate Statement Requirement.*--The written statement required under this section shall be provided as a document which is separate from any written contract or other agreement between the credit repair organization and the consumer or any other written material provided to the consumer.

(c) *Retention of Compliance Records.*--

(1) *In general.*--The credit repair organization shall maintain a copy of the statement signed by the consumer acknowledging receipt of the statement.

(2) *Maintenance for 2 years.*--The copy of any consumer's statement shall be maintained in the organization's files for 2 years after the date on which the statement is signed by the consumer.

EXHIBIT A

Attached hereto is exhibit A which is incorporated herein and executed into this agreement

Name		Initials	
Name		Initials	

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Prime Credit requires all clients to sign an "Acceptance of Service" acknowledgement. By signing this form you are agreeing to the terms and conditions of service set forth in this agreement and to the terms and conditions of payment. Failure to comply with the terms set forth in this agreement can result in immediate termination of our agreement and you will forfeit any monies paid. It is **Prime Credit** intention to service you for the term of service, however should you cease payment under the terms of the agreement we will stop service until payment can be rendered. **Prime Credit**, also reserves the right to collect any monies not yet paid under the terms of our agreement. You also agree that any remaining payments will be applied in accordance with our agreement, regardless of your default.

Complete Maintenance Program - Individual:

- \$199 (enrollment) – See Exhibit C for itemization of items included in enrollment fee
- Payment Plan consists of consecutive monthly installments of \$99 per month and is limited to no more than 12 consecutive months of maintenance. If client chooses this monthly maintenance plan and maintains 12 consecutive months of service the guarantee will be in full effect. Company will not service account past 12 months unless authorized by client to continue service, in which client will have to enter into a new maintenance agreement. All monthly installments for monthly service will be due and payable on the 1st or 15th of every month – **Any payments not made by ACH will have an additional \$5 surcharge for manual processing.**

Complete Maintenance Program - Couple:

- \$349 (enrollment) See Exhibit C for itemization of items included in enrollment fee
- Payment Plan consists of consecutive monthly installments of \$179 per month and is limited to no more than 12 consecutive months of maintenance. If client chooses this monthly maintenance plan and maintains 12 consecutive months of service the guarantee will be in full effect. Company will not service account past 12 months unless authorized by client to continue service, in which client will have to enter into a new maintenance agreement. All monthly installments for monthly service will be due and payable on the 1st or 15th of every month – **Any payments not made by ACH will have an additional \$5 surcharge for manual processing.**

I fully understand my responsibility to this program and agree to the above terms, as well as acknowledging that all my questions have been answered. I also Acknowledge and agree to the total costs of these services. Please accept my payment in the form of ACH debit (form on next page) debit/credit card Money Order Check.

ACH Routing #: _____ **Bank Account #:** _____

Bank Name: _____ **Checking or Savings (circle one)**

Signature: _____ **Date:** _____

Printed Name: _____

Signature: _____ **Date:** _____

Printed Name: _____

AUTHORIZATION FOR RECURRING DIRECT PAYMENT (ACH DEBITS)

Merchant Information

Prime Credit

Name		Initials	
Name		Initials	

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As stated in the agreement, a specified enrollment fee is charged on all new contracts. All services have associated charges and costs, costs of said services are only charged and considered earned after the services have been completed. At no time will **Prime Credit** charge any fees for work that has not already been completed.

The following items are part of but not considered to be a complete list of the items included as part of the enrollment fee:

1. Create a unique, secure interactive client web portal for online access
2. Create a secure online environment as part of the client web portal for secure document sharing and transfer
3. Assist client in obtaining copy of credit report if needed
4. Analysis and review of client credit report
5. Enter Data from clients credit report into internal database
6. Enter Data from Clients credit report into secure interactive client web portal
7. Analysis and review of client fiscal literacy and budget needs
8. Provide client with "Budget Planning Tools" including:
 - i. Budget workbook
 - ii. Family finance planner
 - iii. Budget tools
 - iv. Budget calculators
 - v. Loan repayment calculators
 - vi. Compounding savings calculators
9. Enter clients information into secure web portal for tracking purposes
10. Perform opt-out to reduce junk mail
11. Add all telephone numbers to "Do Not Call" list
12. Standard setup Procedure includes:
13. Processing Request for "Do not Call" list for client
14. Processing Request to eliminate erroneous and outdated technical Data on credit reports; including but not limited to: Addresses, Date of Births, Social Security Numbers, First Names, Last Names, Employment Data etc.
15. Processing Request to Opt Out of Prescreened offers
16. Processing of Company Specific Documents and/or files

The Following items are examples of the actions, and or products that define our monthly services, Our Monthly fees are only collected upon completion of one or more items as indicated below which would define our "Services"

1. Analysis and review of client file status
2. Update client secure interactive web portal with most recent updates and or notes
3. Receiving and processing Manual Updates

Name		Initials	
Name		Initials	

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4. Respond to, Receive and or initiating correspondence via telephone
5. Respond to, Receive and or initiating correspondence via e-mail
6. Respond to, Receive and or initiating correspondence via Fascimile
7. Respond to, Receive and or initiating correspondence via Physical Mail ie: USPS, FEDEX, UPS etc
8. Review clients credit report updates to determine next step
9. Create strategic plan to assist clients in meeting their goals
10. Create Dispute letters
11. Assist with Budget questions
12. Assist with credit questions
13. Provide ongoing credit education
14. Provide ongoing budget advice and counseling

Signature: _____

Date: _____

Printed Name: _____

Signature: _____

Date: _____

Printed Name: _____

Name		Initials	
Name		Initials	

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