

## COMPLETE CREDIT CARE CLIENT TERM AGREEMENT

This CLIENT TERM AGREEMENT (Agreement) is made and effective on date commenced by and between Complete Credit Care LLC (Company) and (Client). This effective date is time/date stamped and IP address tracked for eSignature purposes on the client signup form. The specific services, guarantees, payment terms, timeframe, and total cost are set forth in the client disclosure statement incorporated herein for all purposes.

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

❖ **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, they are not currently a client of any other Credit Repair company, nor have they been a client of another credit repair company in the last six (6) months.

❖ **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.

❖ **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.

❖ **Affiliate Service Provider**

While it is not the current policy of Complete Credit Care to use an affiliate service provider, company has the option of fulfilling the credit services through a credit services processor or affiliate to best serve you.

❖ **Term and Termination**

- a. Term. This Agreement shall continue as outlined in "Exhibit A" unless terminated by company or client as provided herein.
- b. Termination for Cause. If either party shall default in the performance of any material obligation in this Agreement, then the non-defaulting party may give written or electronic notice to the defaulting party and if the default is not cured within thirty (30) days following such notice, the Agreement will be terminated.

❖ **Confidentiality**

Client acknowledges that by reason of its relationship to Company hereunder, they will have access to certain information and materials concerning Company's business that are of substantial value to Company. This 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.

❖ **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed according to the laws of the State of Arkansas.

❖ **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.

❖ **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 provided address.

❖ **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.

❖ **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.

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**THIS SECTION CONTAINS THE OBLIGATIONS OF ANY PERSON ENROLLING INTO THE COMPLETE CREDIT CARE SERVICE PLAN UNDER THIS AGREEMENT.**

- A. Client understands that they will need a copy of their driver's license, social security card, and a recent Utility bill showing the correct address (phone bill, gas bill, electric bill, etc...)
- B. Client agrees to assist Company in obtaining credit reports from all three credit bureaus by obtaining and maintaining a "credit monitoring system" and providing Complete Credit Care access to that account.
- C. Client agrees to contact credit support department on any questions regarding their credit INCLUDING credit inquiries or questions regarding applying for consumer credit.
- D. If client was referred to Complete Credit Care by a referral partner, Client hereby expressly consents to Complete Credit Care sharing data concerning the progress of the credit restoration process with the aforementioned referral partner.
- E. Client agrees to payment terms and conditions in Exhibit A, which is incorporated into this agreement.
- F. Client also agrees to forward all mail received regarding their credit file to Complete Credit Care as soon as they receive items from any of the three credit bureaus, Equifax (a.k.a CSC Credit services), Experian, and Trans Union, or any response from any of the client's creditors in response to any dispute.

**"ADVANTAGE Plan" guarantee policy shall be understood as the following:**

Complete Credit Care offers no guarantee as to a specific result from the use of our services. Complete Credit Care is hired for the attempted repair or removal of each item on which the client chooses for us to work. For this plan, Complete Credit Care requires the client to keep an active credit monitoring system. Each month, Complete Credit Care will update that monitoring account, and the client will be invoiced for the items that have been repaired or removed in the previous month. This charge will happen ONLY AFTER the removal or repair of an item as defined in the Terms of Service, and clients will be billed or charged for those items in accordance with the terms set forth in the Terms of Service. The "ADVANTAGE" Plan is a results based option. NO CHARGES will occur unless results are achieved. If client fails to keep an active monitoring account and fails to provide credit results, Complete Credit Care shall assume deletions of all disputed items and charge accordingly. If client later shows results, the fees will be adjusted to the proper scale.

**Client MUST read and understand the following statements:**

- ✓ Client understands this is a binding agreement and Failure to make the payments for completed services can result in negative activity to client's credit file. Complete Credit Care also reserves the right to file the proper paperwork in attempt to obtain a Judgment for the amounts owed plus any legal fees.
- ✓ Contract is month to month from the start date of the agreement based upon initial credit reports being received. Client may cancel at any time with 30 days notice. Client will only owe fees for items successfully removed unless cancellation is made after the initial five day cancellation period has expired and before the first set of bureau results have been reviewed by Complete Credit Care, at which point, client will owe a \$99 cancellation fee.
- ✓ Either party may cancel this agreement 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. Upon cancellation of ADVANTAGE Plan, client will be due the fees for any deleted items for which the fees have not already been paid. Upon cancellation after 5 day cancellation period, but before first round results have been reviewed by Complete Credit Care, client shall be due a \$99 fee for work completed on the file.  
This work shall include:
  - Creating a unique, secure interactive client web portal for online access
  - Assisting client in obtaining copy of credit report if needed
  - Analysis and review of client credit report
  - Entering Data from clients credit report into internal database
  - Entering Data from Clients credit report into secure interactive client web portal
  - Providing client with Budget Planning Tools including:
    - A. Budget workbook
    - B. Family finance planner
    - C. Budget tools and Budget calculators
    - D. Loan repayment calculators and Compounding savings calculator
- ✓ Client acknowledges receipt of Two (2) copies of a Notice of Right to cancel.
- ✓ Client acknowledges receipt of Consumer Credit File Rights under State and Federal Law.
- ✓ Client acknowledges receipt of Disclosure Statement.
- ✓ You may cancel this contract without penalty or obligation at any time before midnight of the 5th business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.

**NOTICE OF RIGHT TO CANCEL**

(Copy 1)

You may cancel this contract, without penalty or obligation; within Five (5) days after the date you sign this agreement.

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 Complete Credit Care at above address, not later than midnight of the 5th day after your enrollment payment is received.

**\*PRINT, SIGN, AND RETURN ONLY IF YOU DECIDE TO CANCEL SERVICE\***

TO: Complete Credit Care  
505 South 4th St  
Paragould, AR 72450

**NOTICE OF RIGHT TO CANCEL**

(Copy 2)

You may cancel this contract, without penalty or obligation, within Five (5) days after the date you sign this agreement.

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 Complete Credit Care at above address, not later than midnight of the 5th day after your enrollment payment is received.

**\*PRINT, SIGN, AND RETURN ONLY IF YOU DECIDE TO CANCEL SERVICE\***

TO: Complete Credit Care  
505 South 4th St  
Paragould, AR 72450

## **ADVANTAGE PLAN DISCLOSURE STATEMENT**

- A. Complete Credit Care shall, within the course of 1 to 3 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 and password will also be provided to the client to access their online private client site.
- B. Also within 10 business days of enrollment into Complete Credit Care credit restoration service, the client shall be contacted by Complete Credit Care in order to go over processes during the term of service with Complete Credit Care credit restoration service.
- C. Complete Credit Care shall also post credit education materials to the clients Private Client Site periodically for client review.
- D. Complete Credit Care shall assist client in determining the action to take with each account in regards to that clients file. Complete Credit Care is available to review each account on the clients personal credit file by calling the customer service numbers provided upon enrollment.
- E. Complete Credit Care will provide credit education materials to the clients via email; and those clients without e-mail address via US Postal Service.
- F. Complete Credit Care shall prepare challenges for items appearing on the customer's credit reports in accordance with the Fair Credit Reporting Act.
- G. Complete Credit Care will submit transmittals of challenges, within 3 to 7 business days of receipt of credit information and executed disclosure and agreement from customer.
- H. Each consecutive month of service Complete Credit Care 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.
- I. Follow-up services will be fully performed by Complete Credit Care every 45 days not to exceed every 60 days.
- J. The client shall forward copies of all materials received from the 3 credit bureaus, Equifax (CSC Credit Services), Experian, & Trans Union, by mailing or faxing copies to Complete Credit Care 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.
- K. All items repaired or removed 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. This posting will be made BEFORE that a charge is created for that item.
- L. Complete Credit Care shall also provide a client services staff for assistance in answering questions regarding client's account. All calls or emails will be returned within 24 hours.
- M. Complete Credit Care agrees only to challenge items under the above acts and as legally available.

**Please understand that while we have the experience and understanding of the laws involved in this process. You have the Right to do all we can do on your OWN! The following is a notice from the FTC...**

### **Consumer Credit File Rights Under State and Federal Law**

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-

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

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**

Complete Credit Care requires all clients to sign by hand or by digital signature, an Acceptance of Service agreement. By signing, you are agreeing to the terms and conditions 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 for completed work. You may also be liable for funds owed due to early cancellation.

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**ADVANTAGE Program:**

- Client file is reviewed for deletions or repairs every 30 days starting 45 days after enrollment. Client is charged ONLY for items deleted in the previous month. See Exhibit B for itemization of per item cost.
- Payment Plan - Many clients get a large number of deletions in their first month. If client receives more than \$100 in fees in any month, the client can choose to put that charge on their "account" with Complete Credit Care. We will then bill the client over time. The MINIMUM monthly payment is \$100 for an individual, \$149 for a couple, or the entire balance of clients account whichever is smaller.
- Company will not service account past 12 months.
- Fee Schedule:  
The following fees are charged for the removal or repair of negative items under the ADVANTAGE Plan.

1. Personal Information -	\$10
2. Inquiries -	\$25
3. Collection Accounts-	\$35
4. Original Creditor account-	\$35
5. Foreclosure/Repossession-	\$50
6. Public Record-	\$50
7. Bankruptcy-	\$75

**IMPORTANT** - All prices are per item and per bureau. A removal of ANY item from ANY bureau counts as ONE (1) removal. The deletion of an account from all three credit bureaus counts as THREE (3) deletions.

## **EXHIBIT B**

### **ADVANTAGE Plan removal and repair definitions.**

- A "removal" is defined as an item, tradeline, personal information, or inquiry that is removed from the any of the client's three credit files for ANY reason during our service.
- A "repair" is defined as any "formerly negative" tradeline on any of the client's credit files that, during our service, becomes a "positive" tradeline. This could include but is not limited to removal of "late notations" or "status change"

### **The following are part of but not considered to be a complete list of our services.**

- ✓ Create a unique, secure interactive client web portal for online access
- ✓ Create a secure online environment as part of the client web portal for secure document sharing and transfer
- ✓ Assist client in obtaining copy of credit report if needed
- ✓ Analysis and review of client credit report
- ✓ Enter Data from clients credit report into internal database
- ✓ Enter Data from Clients credit report into secure interactive client web portal
- ✓ Analysis and review of client fiscal literacy and budget needs
- ✓ Provide client with Budget Planning Tools including:
  - ✓ Budget workbook
  - ✓ Family finance planner
  - ✓ Budget tools
  - ✓ Budget calculators
  - ✓ Loan repayment calculators
  - ✓ Compounding savings calculators
- ✓ Enter clients information into secure web portal for tracking purposes
- ✓ Provide client link to perform opt-out to reduce junk mail
- ✓ 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.
- ✓ Processing of Company Specific Documents and/or files
- ✓ Analysis and review of client file status
- ✓ Update client secure interactive web portal with most recent updates and or notes
- ✓ Receiving and process Manual Updates
- ✓ Respond to, Receive, and or initiate correspondence via telephone
- ✓ Respond to, Receive, and or initiate correspondence via e-mail
- ✓ Respond to, Receive, and or initiate correspondence via Facsimile
- ✓ Respond to, Receive, and or initiate correspondence via Physical Mail
- ✓ Review clients credit report updates to determine next step
- ✓ Create strategic plan to assist clients in meeting their goals
- ✓ Create Dispute letters
- ✓ Assist with Budget questions
- ✓ Assist with credit questions
- ✓ Provide ongoing credit education
- ✓ Provide ongoing budget advice and counseling

We would like to take this time to thank you for trusting Complete Credit Care to help you through this difficult time. We are glad you have given us the chance to help, and we look forward to a successful relationship together.