

TERMS OF SERVICE

This AGREEMENT (“Agreement”) is made and effective on the date this agreement is signed by and between 760 Credit, also known as 760 Credit (“Company”) and the individual(s) that signed this agreement (“Client”). The effective date is time stamped and Client IP address is tracked for eSignature purposes if you received the agreement for digital signature.

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 760 Credit 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.

Terms and Termination

a. Term. This Agreement shall continue as outlined in the information statement 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 because of its relationship to Company hereunder, they will have access to certain information and material concerning Company’s business that are of substantial value to Company. The 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 per the laws of the State of California.

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 the 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 the 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 effort.

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.

California Resident Term Limit:

For California residents, the maximum duration of this agreement is 6 months. Should you desire to continue service beyond six months we will furnish a new agreement under the same terms.

California Services of Process Information

For service process in the State of California our authorized agent is:

Michelle Mitchell
2241 48th Ave
Oakland, CA 94601

Consumers should be aware that non-profit credit counseling services are available which provide a range of financial and money management services. Additional information is available at Federal Trade Commission website.

760 Credit

Principal Address:

3230 Fruitvale Ave
Oakland, Ca 94602

PRICING & SERVICES

760 Credit 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 or our agreement and you will forfeit any monies paid for completed work. You may also be liable for funds owed due to early cancellation.

How much does Credit Repair cost? You will pay an initial Enrollment fee and a Monthly Service fee. You can cancel anytime. By law, we can only work on your file for up to 6 months. If more work is needed you would sign a new agreement.

What is a Credit Report Analysis (CRA)? Is the first step in the enrollment process. Full preliminary audit of a 3 in 1 credit report. You will receive a PDF copy of the Analysis which gives you a complete breakdown of what your pain points are on your report, recommendations to improve your credit, credit repair estimate and educational information. The fee includes up to 1 hour dispute strategy consultation with a 760 Credit Consultant.

This Credit Report Analysis allows us to assess if credit repair is really what you need. Sometimes, people need to build credit to increase scores and others may need other services based off their individual circumstances.

Credit Report Analysis	Cost*
CRA Single	\$79
CRA Couples	\$129

***A part of and applied to Enrollment Fee if you sign up**

Why an Enrollment Fee? We spend a lot of time on your file in the beginning. Setting up your profile in our system and building out your credit repair strategy. More than one person looks at your file to make sure we are going to use the right strategy to be the most effective at getting corrections, deletions/removal, etc based on what we found in your Credit Report Analysis. We also request reports from other consumer reporting agencies if you are enrolled in our Complete Program.

Enrollment includes:

- Credit Report Analysis from 3 in 1 credit report
- Request consumer reports from Equifax, Experian, Transunion, Innovis, Lexis Nexis and ChexSystems (Complete Program Only)
- We prepare initial dispute strategy based on your goals
- Create client action plan
- Account Setup

See below tables for program details.

Our Programs	Complete
Enrollment Single	\$149
Enrollment Couple	\$249

*See Program Descriptions below to see what each program offers.

Why a Monthly Service fee? Your credit repair estimate determines the amount you pay. The more accounts and items that need attention on your credit report, naturally the more time and resources we use to process your disputes. This fee covers our costs of processing your file each month. It covers our costs of labor, mailing (stamps & certified Mail) and supplies we used on your file. We stay in business because of these fees.

What is the Monthly Service Fee? The Monthly Service Fee is a payment you make monthly that covers the work completed in the previous month. Your first payment is taken 30 days after you enroll, covering the initial credit repair work we performed after getting you enrolled. After that you will always be charged the month after we performed our duties up to a total of 6 six payments for the term of our Agreement.

Monthly Payment (single)	Monthly Payment (Couple)
\$97	\$155.20

Program Description

The Complete Program:

This program includes unlimited Credit Bureau Disputes plus unlimited Direct Creditor/ Collections Disputes, debt settlement negotiation, credit building. In this program, we will review your ChexSystems, Lexis Nexis and Innovis reports if you find anything inaccurate, incomplete, or unverifiable. We also suppress your LexisNexis file and opt you out of promotional services. Includes 3 Months of Credit Coaching Services AFTER credit repair is complete. (\$150 Value)

A La Carte Services: Individual services that Client can elect to purchase.

ID Theft Resolution Program:

This program was created for the person in need of help assessing and dealing with identity theft. We take control and do all the necessary work, except file the police report. We get you on track to recovery. We will spend up to 8 hours of total assistance working on your file to get you back in control of your credit for a one- time fee of **\$649**. Credit Repair is not included.

Service includes:

- Document Preparation
- Creditor Fraud Reporting
- Credit Bureau Notification
- Federal Trade Commission (FTC) Report
- Credit Report Analysis
- Printed Copy of Credit Reports(1)
- Police Report Preparation
- Prepare IRS Form 14039
- Notary Public Service (No additional Cost)

- Chex Systems Fraud Report
- LexisNexis Notification of Id Theft

Additional Consumer Report Services:

We believe it is important for you to know some of the other major consumer reporting agencies. To make you aware of them, we request these reports during your enrollment period. We urge you to review them for inaccuracies. If you happen to find items on those reports that are not accurate, verifiable or complete we can dispute them for you. These organizations must abide by the FCRA just like the Equifax, Experian and TransUnion. We will only charge an additional fee of **\$49** per round.

Credit Coaching:

This program includes personal information updated on credit reports and other minor repair, the exact same enrollment process as other credit repair services. Minor is defined as 1 account up to 3 credit bureaus. We create a strategy plan to increase FICO scores. We review your credit report each month and update your action plan. This includes education and other resources that may help you understand how to increase or maintain your credit profiles.

Note: We cannot guarantee your credit scores will increase, however if you have completed our program uninterrupted and you see no improvement of your credit scores we will refund your monthly service fees.

Improvement is defined as any increase of initial credit scores.


Enrollment Fee: \$199 and \$67 monthly fee. Cancel anytime.

Enrollment is the same as credit repair enrollment.

Cancellation Policy:

You can cancel anytime within the first 5 days of Enrollment and receive a refund of the Enrollment Fee minus the initial Credit Report Analysis Fee.

You can cancel anytime.

 **CHARGE BACKS:** By signing this agreement, you agree and understand that you will communicate any desire for a refund with a 760 Credit. If you are entitled to a refund per this agreement we will issue a refund. If there was a mistake in billing, you will contact our office via email at admin@760credit.biz. We will correct the billing mistake if there was a mistake. You understand that if you request a charge back with your issuing bank you will still be liable for any fees you owe to us as well as any fees 760 Credit encounters due to the initiated charge back.

100% Money Back Guarantee:

If we do not improve your credit within 90 days of consecutive uninterrupted service, we will refund every penny of your monthly credit repair service fees!

Your service is interrupted if:

- you do not maintain your credit monitoring service.
- your monthly payment is declined and you do not make to payment within 72 business hours
- you do not scan, fax, mail, or drop off correspondence to us in a timely (before the next round) after receiving it from credit bureaus, creditors, collections, etc.

What do we mean by improve? Removing or updating 1 or more inaccurate, unverifiable, and/or incomplete account(s) reporting on any or all credit report(s).

Additional Terms:

1. You can cancel our service at any time; however you will still be responsible for any work completed prior to cancellation.
2. Company will not service account past 6 months without renewal of agreement.
3. You will have access to all correspondence that we send on your behalf to the credit bureaus, collections, and creditors. This will serve as evidence of completed work.
4. If you cancel before 90 days, you forfeit the right to the Money Back Guarantee.

IMPORTANT NOTICES

1. A “removal” is defined as an item, tradeline, personal information, or inquiry that is removed from any of the client’s three credit files for ANY reason during our service.
2. A “repair” or “Updated Account” is defined as any “formerly negative” tradeline or 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”.

Permissions:

By signing this agreement, I authorize 760 Credit to send text messages to my cell phone provided to them. I understand that standard text messaging rates may apply. I also understand that I may revoke this permission in writing at any time. 760 Credit will not be liable for any charges or fees resulting from sending text messages to my cell phone. I am giving 760 Credit permission to text my cell phone account updates, promotional or marketing, and event information.

CLIENT OBLIGATIONS

1. Client must provide a Proof of Identity, Proof of SSN and/or a recent utility bill showing the correct address (phone bill, gas bill, electric bill, etc....)

2. Client agrees to maintain a “credit monitoring system” and provide 760 Credit access to that account. If client fails to keep an active monitoring account and fails to provide credit results, client's file shall be cancelled.
3. Client agrees to forward all mail received regarding their credit file to 760 Credit.
4. Client agrees to disclose to 760 Credit any correspondence with creditors and Collections agencies such as phone calls, letters, and emails.
5. Client must be able to complete the mutually agreed upon Action Plan prescribed by the 760 Credit's Credit Specialist.
6. Client agrees to pay current open accounts on time during length of agreement.
7. Client agrees not to apply for new credit without notifying 760 Credit or without prior suggestion by credit specialist employed by 760 Credit. Notification shall be done via email, in person, through client portal, or by phone.
8. Client agrees not to initiate any charge backs. Payment issues will be reported and resolved directly with 760 Credit. See Charge Back Section of Agreement.

 **I understand and agree with my obligations as described above.**

760 Credit offers no guarantee as to a specific result from the use of our services. 760 Credit is hired for the attempted repair or removal of each item on which the client chooses for us to work. 760 Credit requires the client to keep an active credit monitoring system. Each month, 760 Credit will update that monitoring account, and the client will be invoiced for creating and mailing dispute letter on clients behalf. This charge will happen ONLY AFTER dispute letters have been created and mailed as defined in the Terms of Service, and clients will be billed or charged in accordance with the terms set forth in the Terms of Service.

LIMITED POWER OF ATTORNEY

This form is a Limited Power of Attorney and will be used for the sole purpose of HELPING WITH THE RESTORATION OF YOUR CREDIT. This does NOT give us full power of attorney over any other affairs. I give 760 Credit and its officers, employees and agents, as my assistants, to solely act as my disclosed or undisclosed agent, in and for my behalf, as set forth in the following matters ONLY: Signing of my name in any and all correspondence written on my behalf and addressed to the credit bureaus (TransUnion, Equifax, Experian), including but not limited to dispute letters, written requests to update personal information, Identity Theft Affidavit, etc. Furthermore I authorize 760 Credit, its officers, employees and agents to obtain and submit information over the telephone, fax, Internet, through written or online correspondence from and to the credit bureaus, creditors, collection agencies and law enforcement authorities. If mediation of a debt is necessary, I give 760 Credit, its officers, employees and agents the right to discuss information to help resolve a debt. I understand I am responsible for the verbal and/or written information alleged to 760 Credit regarding my personal credit. I further authorize 760 Credit, their officers, employees and agents bearing this release or copy thereof within 6 months of this date to obtain any information in my credit report that may involve medical records and/or credit records. I

hereby direct said Record Holder Authorization to release any requested information upon the presentation of this durable Limited Power of Attorney for limited purposes. I hereby release the bearer of this authorization as well as the recipient, including but not limited to, the Custodian of such records, Repository of the Court Records, Credit Bureaus (TRW, TransUnion, Equifax, Experian, etc.), consumer reporting agencies, retail business establishments, lending institutions, student loan agencies (public and/or private), including whatever kind, which may at any time result to me, my heirs, family or associates, because of compliance with this Authorization to Release Information, or any attempt to comply with it. I further authorize 760 Credit to arrange no-cost legal representation from McCarthy Law PLC to pursue violations of the Fair Credit Reporting Act on my behalf. Should there be any questions as to the validity below, I have the right to revoke or terminate this Limited Power of Attorney release. You may contact me as indicated below. I have the right to this Limited Power of Attorney at any time. This Limited Power of Attorney shall terminate 6 months from the date of execution set forth below. All questions pertaining to validity, interpretation and administration of this Limited Power of Attorney shall be determined in accordance with the laws of the State of California. This Limited Power of Attorney is valid throughout the United States of America and all information set forth in the paragraph above by signature below.

DISCLOSURE STATEMENT

Client MUST read and understand the following statements:

1. Client understands this is a binding agreement and failure to make the payment for completed services can result in negative activity to client's credit file.
2. 760 Credit also reserves the right to file the proper paperwork in attempt to obtain a Judgment for the amounts owed plus any legal fees.
3. Either party may cancel this agreement at any time (See Cancellation Policy), cancellation must be sent in formal written format. Notice shall not be considered received unless confirmation of receipt has been received by all parties.
4. Enrollment Fee is defined as the initial service fee that includes the following items below plus additional services determined by the program the Client chooses:
 - a. Credit Report Analysis: Detailed Analysis of the credit report.
 - b. Action Plan: Client action plan to improve credit
 - c. Account Setup: Entering client into company CRM, coordinating other items needed to provide services
 - d. Depending on the service plan chosen by Client, there may be additional services that are included in the Enrollment Fee disclosed in pricing and services
5. Credit Coaching is defined as a 1 hour monthly session via phone or in person that includes the following:
 - a. Review and Analyze credit report
 - b. Create a Monthly Action Plan
 - c. Connect you with affiliate resources

d. Credit Education

6. 760 Credit shall prepare challenges/disputes for items appearing on the Client's credit reports in accordance with the FCRA.
7. 760 Credit will submit transmittals of challenges within 1-10 business days of receipt of credit information and executed disclosure and agreement from Client.
8. After each consecutive round of service, 760 Credit shall prepare all follow-up challenges, as allowed by the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act.
9. Client shall be updated on all items repaired or removed
10. 760 Credit shall assist client in determining the action to take with each account in regards to that client's file. 760 Credit is available to review the client's personal credit file by calling the Client service numbers provided upon enrollment.
11. Client acknowledges receipt of two (2) copies of a Notice of Right to Cancel.
12. Client acknowledges receipt of Consumer Credit File Rights under State and Federal Law.
13. 760 Credit shall also provide a client services staff for assistance in answering questions regarding a client's account. All calls or emails will be returned within 24-48 hours on business days.
14. 760 Credit will **ONLY** challenge items as legally allowed.
15. 760Credit.Biz 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 760Credit.Biz officer.
16. If Client is unresponsive to emails, phone calls, and by mail for 45 consecutive business days 760 Credit shall suspend service. After 90 days of no contact with the Client, 760 Credit shall end the agreement. Client is still responsible for any outstanding service fees.
17. If Client is inactive for 90 days and wants to restart service, client will be required to sign a new agreement.


CANCELLATION WITH FINAL FILE REVIEW - \$0

A client has full authority to cancel this agreement anytime within the first five days with no fees. If that time has passed, client will be liable for fees related to completed work. This will include the enrollment fee and any monthly fees for services rendered.

ACCEPTANCE OF SERVICE

760Credit.Biz 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 760Credit.Biz 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. 760Credit.Biz, 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.

 **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.**

I confirm the fact that I agree and I understand what I am signing, and acknowledge that I have received a copy of this Limited Power of Attorney.

I understand that I can challenge/dispute any item on my credit report myself. I am hiring 760 Credit to challenge/dispute items that I direct them to challenge/dispute. I understand that 760 Credit will make no false claims to challenge/dispute items on my report.

I agree that I have received a copy of the “Notice of the Right to cancel” form. I understand that I have the right to cancel this agreement within 5 calendar days by signing and returning the “Notice of the Right to Cancel” form and returning it to 760 Credit.

I AM CHECKING THE BOX BELOW TO SERVE AS MY ELECTRONIC SIGNATURE.