



## CREDIT RESTORATION SERVICE AGREEMENT

This is an Agreement between AMB Credit Consultants LLC, a subsidiary of Aiden & Bodley Enterprises LLC, (hereinafter also referred to as “COMPANY”, “we”, “us”, “our”), and in which is a credit restoration company specializing in credit report auditing, credit consulting, and dispute resolution / restoration services; AND the Client printed and signed herein (also referred to as “You”, “your”, “his/hers”, “him/her”, “he/she”), an individual who has voluntarily sought out COMPANY and who desires to utilize COMPANY’s services, and who is willing to provide payment to COMPANY, as set forth herein, in exchange for services rendered as outlined in this Agreement. COMPANY will attempt to assist Client with correcting erroneous errors and other questionable or misleading data found in Client’s credit reports by challenging the credit items in which Client has identified as inaccurate, unverifiable, incomplete, obsolete, questionable, and/or misleading. We will NOT attempt to negotiate your debt, consolidate your debt, or collect monies to make payments on your debt. Our services are strictly limited to those outlined in this Agreement.

### SECTION 1. COMPANY RESPONSIBILITIES AND ACKNOWLEDGMENTS

- Services:** COMPANY is responsible for ... (1) requesting (from Client) and reviewing his credit reports and scores, providing a complete audit of Client’s credit reports as well as consulting with Client regarding his individual concerns, needs, and circumstances during Client’s initial enrollment process ONLY; (2) making recommendations on repairing and rebuilding derogatory credit items and how to improve his credit scores; (3) drafting/preparing and sending disputes to the three major credit bureaus on Client’s behalf and in Client’s name; (4) contacting original creditor(s) and collection agencies to challenge and/or obtain verification/validation of alleged debt (if necessary); (5) regularly and consistently evaluating and following up on all disputes in which Client receives from the credit bureaus; (6) providing unlimited customer support as needed which consists of, but is not limited to, answering telephone support calls, answering email support tickets, maintaining accurate Client records, updating Client records, sending case update notifications as received, customizing and sending disputes, as well as other administrative tasks such as billing maintenance and collections; (7) electronically copying and filing all documentation necessary for use in challenging Client’s credit reports; (8) taking all preventative measures possible to ensure the safety and security of all sensitive data stored by COMPANY; (9) periodically (every six months) reassessing Client’s case/progress to determine the best next Plan of Action. Each of these said services, whether collectively OR individually, comprise of and define the term “Services Rendered” and thus, CLIENT will be billed as such.
- Acknowledgments:** COMPANY acknowledges that it will not make or advise Client to make any statements with respect to Client’s credit worthiness, credit standing, or credit capacity that is false or misleading or that should be known, by the exercise of reasonable care, to be false or misleading to a Credit Reporting Agency or to a person who has extended credit to Client or to whom Client is applying for an extension of credit with and; (2) that COMPANY will not share any of Client’s personal information with anyone except the parties listed in this Agreement of whose signature is provided, unless expressed written permission to do so has been provided by Client.
- Timing:** Because COMPANY is acting under Client’s direction, COMPANY cannot accurately predict how long the credit restoration process will take. With any and all legally recognized delays notwithstanding, COMPANY will process its initial assessments and challenges within seven (7) business days of the date of initial enrollment completion, and – on average– is generally able to complete the restoration or improvement process within 6-9 months of its inception. However, the actual amount of time required to complete the process will depend greatly on how prompt the credit reporting agencies and other data furnishers are with responding to disputes, as well as how promptly Client forwards correspondence from the credit reporting agencies, collection agencies, and original creditors to COMPANY as well as the number of items found in the reports and/or in which can be properly and lawfully disputed. Therefore, COMPANY estimates that realistically, it can take as little as ninety (90) days and up to one (1) year or more to complete the restoration process, but Client may cancel this Agreement at any time. Time is of the essence under this Agreement.



4. **Guarantees:** By law, COMPANY cannot guarantee any specific outcome for the use of its services. Because each case has so many factors, making such a guarantee would be improper and misleading. No Credit Services

Organization or person can honestly guarantee that they can control what the credit bureaus', original creditors', or other data furnishers' responses to a client's disputes will be. However, that being said, COMPANY is more likely to assist with removing at least one (1) derogatory, inaccurate item from Client's credit file. And COMPANY will use its best efforts and resources to improve Client's credit file in order to receive the best possible outcome and as quickly as possible. If after six (6) months from the date of execution of this Agreement, the use of COMPANY's services does not result in the removal of ANY inaccurate, unverifiable, misleading, or obsolete information from CLIENT's credit reports, then COMPANY will provide either 1) a full refund of all monthly service fees or 2) an additional six (6) months of services to CLIENT free of charge but not both.

## SECTION 2. CLIENT RESPONSIBILITIES AND ACKNOWLEDGMENTS

### 1. Responsibilities:

- a) CLIENT agrees to execute the Limited Power of Attorney attached hereto, to allow COMPANY and/or its designated staff and/or agent(s) to communicate and negotiate with the credit reporting agencies, creditors, and/or other data furnishers on behalf of Client;
- b) The credit bureaus, creditors, and other furnishers, in which COMPANY will be disputing with, will usually require proof of CLIENT's identity. Therefore, and for this purpose only, CLIENT agrees to provide COMPANY with proof of his identity, including but not limited to, a legible copy of his valid State Identification Card or Driver's License, a legible copy of his social security card, and a legible copy of a utility bill in his name (for proof of address), or any acceptable & approved alternative of these requested identity documents, in order that COMPANY may provide this proof to the appropriate parties during the dispute process;
- c) CLIENT agrees to forward all credit reports and any other relevant correspondence received from the credit bureaus, collection agencies, creditors, and/or other data furnishers within five (5) business days of receipt by CLIENT to COMPANY for review and processing and to avoid any costly delays in the restoration process;
- d) CLIENT agrees to immediately notify COMPANY if he does not receive any such correspondences within forty-five (45) days of sending such dispute challenges;
- e) The credit reports will be some of the most important correspondences received from the credit bureaus. Subsequent to COMPANY's dispute challenges, the bureaus SHOULD respond with new credit reports within about 45 days. These reports will be sent to Client's mailing address and should list which items were challenged as well as the results of the disputed items submitted on his behalf. Therefore CLIENT will be the first to see any deletions or improvements to his reports (with the exception of Equifax, in some cases) after COMPANY's challenges. That being said, CLIENT agrees to review any and all new and old derogatory credit information in the reports, as received from the credit bureaus, and to immediately notify COMPANY, within no more than five (5) business days of receipt, of any new or old items he identifies as inaccurate, misleading, or unverifiable;
- f) CLIENT agrees to communicate with the credit bureaus and other agencies/creditors through COMPANY's correspondences ONLY, and to allow COMPANY to perform any and all necessary disputes, as outlined in this Agreement, in order to maintain a consistent message;
- g) CLIENT also agrees to pay his monthly service fee on time, exactly as described and outlined in this Agreement, each subsequent month for services rendered to CLIENT's account (see SECTION 1.1 for the definition of "services" rendered) the previous month;
- h) Furthermore, CLIENT agrees that he WILL NOT apply for any type of credit (i.e., credit cards, home financing, automobile financing, personal loans, etc.) at any time during the credit restoration and improvement process unless specifically directed to do so by COMPANY.



- i) And finally, CLIENT agrees to serve as a reference for COMPANY to other potential clients upon the completion of services outlined in this Agreement, and only within respect to reasonable limitations of Client's privacy and rights.

**2. Acknowledgements:**

- a) CLIENT acknowledges that he intentionally and voluntarily sought out COMPANY, which is headquartered in the State of Texas, to perform the credit services identified and outlined here in this Agreement; CLIENT further acknowledges that he will be subject and bound to the CRO laws and statutes of the state in which COMPANY is headquartered;
- b) CLIENT acknowledges that he is of legal age, at least 18 years old, and is fully competent of making responsible decisions that may affect his current and/or future credit and financial status;
- c) CLIENT acknowledges that he has received, read, and understood a copy of the ... (1) 'Consumer Credit File Rights'; (2) 'Notice of Cancellation Form'; (3) 'Limited Power of Attorney' and; (4) 'Payment Authorization Form';
- d) CLIENT acknowledges that COMPANY has informed him that he may not make any statements, nor will COMPANY make any statements which are untrue or misleading with respect to CLIENT's credit worthiness, credit standing, or credit capacity to any entity, including the credit reporting agencies, or any person;
- e) CLIENT hereby testifies that all information provided to COMPANY shall be truthful, and CLIENT hereby agrees to indemnify and hold harmless, COMPANY, from any and all liability whatsoever that may arise based on the false, misleading, or inaccurate information provided by CLIENT to COMPANY;
- f) CLIENT acknowledges that he fully understands his commitment to COMPANY and its service program;
- g) CLIENT acknowledges that he also fully understands both the time and financial cost(s) involved in the services he will receive;
- h) CLIENT acknowledges that any missed payments during the credit restoration and improvement process is grounds for automatic termination of this Agreement, at the sole discretion of COMPANY, and in this instance COMPANY will be released from any further obligations outlined in this Agreement and CLIENT will not receive any refunds that may have otherwise, been available;
- i) CLIENT hereby give permission to COMPANY to obtain credit reports on his behalf to begin and/or to maintain the credit restoration and improvement process and if requested, CLIENT will do his best to assist in obtaining such reports;
- j) CLIENT waives his rights to privacy of the information provided by the credit bureaus, creditors, and other furnishers of such relevant information, and empowers COMPANY to correspond directly with these agencies and/or their agent(s) or any sub-agencies operating in smaller rural areas, in CLIENT's name in order to obtain the credit file information and make disputes therein;
- k) CLIENT understands that COMPANY will perform a complete credit report review and audit and provide CLIENT with a consultation regarding COMPANY's findings, at which point CLIENT's account will then be charged as "services rendered" for enrollment only;
- l) CLIENT understands that any and all results obtained by COMPANY in its effort to restore and improve the credit report of CLIENT, shall be contingent upon a number of factors, including but not limited to, (1) the alleged balance in which creditors claim CLIENT owes and; (2) the credit bureaus', creditors', or other data furnishers' willingness to respond in a timely manner and/or ability to verify and/or validate information provided during the restoration and improvement process. Each credit reporting agency has 30-45 days to investigate;
- m) CLIENT acknowledges that COMPANY will not be collecting any monies from him, to pay out to any agencies or persons, for any outstanding debts;
- n) CLIENT acknowledges that there is no set duration for this Service Agreement. COMPANY will keep disputing until there is nothing left to dispute; thus, this Agreement will not expire automatically but CLIENT may cancel at any time;
- o) CLIENT further acknowledges that the credit restoration and improvement process WILL automatically stop if he ceases to provide, within a reasonable time frame, any correspondences (including updated credit reports) from



- p) the credit bureaus, creditors, and other furnishers to COMPANY, and/or if he fails to pay for services rendered on time each month, at which point COMPANY will have no further obligations under this Agreement and COMPANY may or may not, at its leisure, provide notice of such termination. No monthly service fees will be refunded.

### SECTION 3. PAYMENTS & BILLING

#### 1. Chosen Service Plan, Enrollment Funds Due, and Monthly Service Fee:

AMB Credit Consultants LLC only charges for services previously rendered. Therefore, CLIENT promises to pay AMB Credit Consultants LLC for the services rendered as defined in Section 1.1 of this Agreement; and for the amounts stated in the Acceptance of Service section; and also in accordance with the terms of Section 3 of this Agreement. By default, and unless otherwise noted, AMB Credit Consultants LLC automatically drafts payments on an automated recurring basis each month for the monthly service fee, where applicable, in accordance with CLIENT's **Acceptance of Service** acknowledgement. Therefore, and unless otherwise noted, by signing this Agreement, CLIENT authorizes COMPANY to automatically draft payment for services rendered, including but not limited to late fees, collection fees, and/or other services such as Audit-Only service fees, in accordance with this Agreement, to the payment method provided to AMB Credit Consultants LLC either at the time CLIENT's case was created or to that of which has been most recently updated on file. CLIENT further agrees to maintain current, valid payment information on record with AMB Credit Consultants LLC at all times and to update his payment information as changes occur or is otherwise necessary.

#### 2. Payment Due Dates:

Enrollment fees are due immediately upon completion of CLIENT's initial enrollment consultation call. CLIENT's account will also be charged a service fee each month, subsequent to services rendered, and on the specific day chosen by CLIENT at the time of enrollment (either the 1<sup>st</sup> or the 15<sup>th</sup> of the month, unless otherwise approved) and as specified in the **Acceptance of Service** section of this Agreement. Unless prior payment arrangements have been made, all service fees are due and automatically drafted as scheduled on CLIENT's selected due date.

Payment arrangements must be made by 3PM (CST) at least two (2) days before CLIENT's due date. Accounts are automatically SUSPENDED for declined transactions, at which point COMPANY will have no further obligations to CLIENT under this Agreement. All outstanding service fees MUST be made no later than five (5) calendar days after scheduled due date before CLIENT is subject to a \$30 late fee. All late fees, and/or other related fees are due immediately upon assessment.

#### 3. Non-Payment:

In the event CLIENT fails to make any payment(s) called for by this Agreement, CLIENT agrees to pay a \$30 late fee per account; the entirety of AMB Credit Consultants LLC cost of collecting any unpaid balance, including third party collection fees; and reasonable attorney's fees as well. COMPANY may hire and/or sell CLIENT's account to a collection agency and this could reflect negatively on CLIENT's credit report.

#### 4. Refund:

If, after six (6) months of service, COMPANY fails to help CLIENT remove/correct ANY inaccurate, unverifiable, misleading, or obsolete data from CLIENT's credit file, then CLIENT may request a full refund of all monthly service fees paid, granted such results are in no way due to the non-cooperation or breach of contract on CLIENT's behalf which may have either delayed or completely crippled CLIENT's progress; AND also granted that it has been proven that such results are, either in whole or in part, due to the negligence of AMB Credit Consultants LLC. CLIENT must complete a full six (6) months of service in order to qualify for this service guarantee refund and must also allow a minimum of two (2) weeks for COMPANY to complete a thorough investigation into CLIENT's claim. CLIENT is also entitled to a full month's credit of his monthly service fee in the event COMPANY fails to perform said services as outlined under Section 1.1 of this Agreement. If CLIENT has not yet paid his service fee for that month, he will receive a credit to his account for the monthly service fee. If he has already paid his monthly service fee, he will receive a credit to his



account on the following monthly invoice. However, COMPANY will not provide refunds of any service fees charged to CLIENT's account subsequent to services being rendered.

**5. Billing:**

- a) CLIENT hereby authorizes AMB Credit Consultants LLC to bill him as described in Section 3 and in accordance with this Agreement. CLIENT acknowledges that charges on CLIENT's statement may show up as Arnita Johnson / AMBCC / Aiden & Bodley.
- b) CLIENT agrees that if there is a billing discrepancy, CLIENT will contact AMB Credit Consultants LLC to resolve any issue and that CLIENT will not contact his credit card company or bank to dispute the charge(s) without first notifying and contacting AMB Credit Consultants LLC and attempting to resolve the issue with COMPANY.
- c) CLIENT is responsible for all bank fees that are related to NSF, charge-backs, stop payments and related fees as well as all collections on his account. In addition, CLIENT will also be responsible for all applicable attorney fees, collection fees, and additional late fees and/or interest associated with collecting on his account.
- d) All fees earned prior to completion, cancellation, or termination of this Agreement will be billed and payable to AMB Credit Consultants LLC in accordance with the terms in this Agreement. All payments are due on CLIENT's selected due date. If payment is not received, and payment arrangements have not been made, by 3PM (CST) within five (5) calendar days after payment is due, then a **\$30.00** late fee will automatically be applied to CLIENT's account. If still not received within one (1) week after that, CLIENT's account will be CANCELLED. If this payment, in addition to any applicable late fees, still haven't been received within one (1) month after that, CLIENT's account will be permanently TERMINATED and sold to a third party collection agency. Furthermore, if CLIENT's account is terminated, then CLIENT grants COMPANY the right to retract any disputes submitted on CLIENT's behalf so that any improvements made to CLIENT's credit reports may be reversed.
- e) If any form of payment that CLIENT supplies is non-collectible for any reason whatsoever, AMB Credit Consultants LLC reserves the right to assess CLIENT with an additional **\$35.00** dishonored payment fee

**SECTION 4. MISCELLANEOUS**

COMPANY has the right to change the terms and conditions of this Agreement, including and without limitation, its prices and fees, at any time and from time to time, with proper notice. Prior notice shall be deemed to have been mailed and received by CLIENT through postal mail or electronic submission, whichever format the Agreement was originally delivered to and accepted by CLIENT. In the event of such a change, CLIENT may cancel this Agreement for that reason, or for any reason whatsoever, within three (3) days of this notice without penalty or further obligation.

**Entire Agreement:** This Agreement supersedes any and all prior agreements with respect to the subject matter hereof, either oral or in writing, and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof. Any modification of this Agreement will be effective only if it is in writing and executed by the parties.

**Arbitration:** Any dispute, controversy or claim of any kind or nature which has arisen or may arise between the parties (including any dispute, controversy or claim relating to the validity of this arbitration clause), whether arising out of past, present, or future dealings between the parties, shall be governed by the Federal Arbitration Act and shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration proceedings shall be held at a principal location designated by COMPANY. Without limiting the generality of the foregoing, it is the intention of the parties to resolve by binding arbitration as provided herein, all past, present and future disputes, whether in tort, contract, or otherwise, concerning or related to results of credit restoration disputes to credit bureaus or other data furnishers; any adverse actions taken by creditors or collection agencies; any fault of either party by not following through with this Agreement; the validity of this Agreement; and any other dealings, business or otherwise, between the parties.

**Pronouns, Singulars and Plurals:** All pronouns, singulars, plurals and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person and/or persons executing this Agreement.



**Agreement Cancellation:** You may cancel this contract without penalty or obligation at any time before midnight of the third (3<sup>rd</sup>) business day after the date your Enrollment Fee has been received.

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

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

- A. Client will return, along with signed agreement, a copy of his driver's license, social security card, and a recent Utility bill showing the correct mailing address (phone bill, gas bill, electric bill, etc.).
- B. Client agrees to assist COMPANY in obtaining initial and/or subsequent credit reports, with scores, from all three credit bureaus (Equifax aka CSC, Experian and Trans Union) upon request.
- 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 "AMB Credit Consultants LLC" and will forfeit any guarantees under this Service Agreement. The addition of any new derogatory items to the credit file will also result in serious damage to our progress and in such instances, shall void any and all guarantees under this Service Agreement as well.
- D. Client agrees to contact our support department with any questions regarding their credit INCLUDING inquiries with regards to applying for new consumer credit.
- E. If Client was referred to "AMB Credit Consultants LLC" by an affiliated Referral Partner, then Client hereby consents to data sharing of non-sensitive information concerning the progress of CLIENT's credit restoration process between COMPANY and said affiliate Referral Partner. CLIENT may revoke this consent at any time by written request.
- F. Client agrees to payment terms and conditions which is incorporated into this agreement.
- G. Client agrees to receive text messaging from the contact number provided.
- H. Client also agrees to forward all correspondences received regarding their credit file to "AMB Credit Consultants LLC" as soon as they receive items from any of the three credit bureaus, Equifax (CSC Credit services for TX residents), Experian, and Trans Union.
- I. Client agrees that if the he fails to complete the payment schedule, any and all guarantees will be forfeited.
- 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 COMPANY's Guarantee Policy, which, in part, states the following: If Client's credit report does not improve after 6 months of service, then client will receive an additional 6 months free OR a full refund of all monthly service fees paid. *(Please see Section 1.4 of this Agreement for complete details on this policy.)*
- L. This Agreement term is month to month from the date of execution below. Either party may cancel at any time given written notice. However, CLIENT understands that since he is billed subsequent to services being rendered, then he may still have an outstanding balance after cancellation in which he agrees to pay right away.
- M. **CLIENT hereby acknowledges his right to cancel this Agreement without penalty or obligation at any time before midnight of the 3rd business day after the date his Enrollment Fee has been received.** *(Please see the attached notice of cancellation form if your intent is to cancel within 3 days of execution of this Agreement.)*



## LIMITED POWER OF ATTORNEY

I/We, the undersigned, (hereinafter referred to in “singular” form) hereby engage the services of AMB Credit Consultants LLC and hereby give Power of Attorney to AMB Credit Consultants LLC, its employees and agents or third party affiliate companies (hereinafter referred to as “COMPANY”), to perform or engage in an act on behalf of me for the purposes of requesting and investigating inaccurate, unverifiable, misleading, or outdated information in my personal credit file(s), including and without limitation, the right to obtain my credit reports and profiles from credit reporting agencies and credit bureaus. The specific acts necessary to accomplish the purpose of this Agreement shall be at the sole discretion of COMPANY’s professional judgment. The specific acts shall require periodic ordering of my consumer credit reports by COMPANY. The specific acts may include written and oral communication in my name regarding disputes and are not limited to, credit reporting agencies, credit bureaus, creditors, or collection agencies. I authorize COMPANY to order my consumer credit reports from time to time or as needed. I hereby direct and authorize COMPANY to verify, validate, and dispute all inaccurate and questionable negative credit items and those items determined by COMPANY to potentially have a negative impact on my credit. I specifically waive my right to privacy regarding those communications between COMPANY and the various agencies and entities disseminating credit data about me. I further give and grant COMPANY full power and authority to do and perform every act necessary and proper in the exercise of any of the powers granted hereunder as fully as I might or would do if personally present, including but not limited to, signing my name on written and other documentation/correspondences. With full power of substitution and revocation, I hereby ratify and confirm all that said attorney in fact, shall lawfully do or cause to be done by virtue hereof.

I certify that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify said third party for any claims that may arise against said third party as a result of relying on this Power of Attorney.

I understand that I may revoke this Power of Attorney at any time by sending written notice to: AMB Credit Consultants LLC, P.O. Box 765205, Dallas, TX 75376 or [support@ambcredit.com](mailto:support@ambcredit.com)