

# Client Services Agreement

Client Services Agreement (the "Agreement"), is by and between the undersigned (hereinafter "client") and My Credit Group, (hereinafter "MY CREDIT GROUP INC."), and is effective as of the date that this Agreement is signed and executed by the Client, or received via online submission by checking the box stating "I have read and agree to the Terms of Service" and clicking "Repair My Credit Now," and is accepted and executed by any member of My Credit Group Inc., of San Marcos, California, as set forth on the signature page hereof (the "Effective Date").

WHEREAS, the Client and MY CREDIT GROUP, INC. wish to enter into an agreement under which MY CREDIT GROUP, INC. will provide certain credit related services to the Client.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

## **1. Term and Termination.**

(a) Term of Agreement. The term of this Agreement shall commence on the Effective Date and on a month to month basis for the duration of 6 (six months) and can be renewed by the client on a month to month basis for the duration of 6 (six months). All work for that month will be charged after the terms of the contract are fulfilled by MyCreditGroup (the "Term") ,unless terminated earlier pursuant to Sections 1(b) or 1(c) below. The term of this Agreement can be voluntarily renewed on a month-to-month basis for the duration of 6 (six months) by the Client, when MY CREDIT GROUP, INC. is providing additional services (the "Additional Services"): (i) home loans, (ii) auto financing services, (iii) debt services, (iv) credit monitoring and/or (v) identification theft protection.

(b) Termination by the Client. The Client may terminate this Agreement before the end of the Term at any time, for any reason or no reason, by providing written notice of termination to MY CREDIT GROUP, INC.

(c) Termination by MY CREDIT GROUP, INC. Upon Default. The Client will be in default under this Agreement if he or she does not pay any sum when due or breaches any other provision of this Agreement. MY CREDIT GROUP, INC. has the right to discontinue services and/or terminate this Agreement without prior notice if the Client defaults under this Agreement.

(d) Termination Date. In the case of an early termination of this Agreement pursuant to this Section 1, the Agreement will be terminated, in the case of a termination of the Agreement by the Client under Section 1(b), as of the date MY CREDIT GROUP, INC. receives the notice of termination, and in the case of a termination by MY CREDIT GROUP, INC. pursuant to Section 1(c), as of the date MY CREDIT GROUP, INC. elects to terminate this Agreement (each, the "Termination Date"). Fees for services performed before the Termination Date will be determined and automatically withdrawn from the Client provided credit/debit card or bank account information in accordance with Section 3 below.

## **2. Services.**

(a) Client's Account Preparation. MY CREDIT GROUP, INC. will perform the following preparatory and related services (the "Client's Account Preparation"): (i) creation of the Client's profile, and (ii) the provision of informational materials via mail or electronic mail to the Client, including instructions on or direct assistance with obtaining credit reports, (iii) identification verification, (iv) processing preliminary credit information.

(b) Monthly Services. Each month, MY CREDIT GROUP, INC. will provide any, or some of the following services to the Client: (i) reminders about materials or information that the Client needs to provide to MY CREDIT GROUP, INC., (ii) access to trained MY CREDIT GROUP, INC. credit consultants, (iii) review and analysis of correspondence from credit bureaus, creditors and others, including any credit report that is forwarded by the Client to MY CREDIT GROUP, INC. or received by MY CREDIT GROUP, INC. directly from such (iv) filing with the appropriate credit bureaus requests for verification or clarification of all disputed items properly submitted by the Client to MY CREDIT GROUP, INC. (v) Additional Services, including but not limited to, home loans, auto financing services, debt services, credit monitoring and identification theft protection.

## **3. Fees and Billing.**

(a) Client's Account Preparation After-Work Fee. A \$99.00 fee per individual (the "After-Work") will be due and payable when all of the following have occurred: (i) the Client's Account Preparation has been performed by MY CREDIT GROUP, INC. and (ii) all of the work has been done to get your first round of credit bureau, creditor, or collection agency correspondence(s) sent to the appropriate recipient(s).

(b) The After-Work Fee will be refunded if client rescinds within the five-day rescission period described on the signature page hereof and in the Notice of Cancellation Form attached hereto as Exhibit A.

(c) Monthly Service Fee. Your monthly service fee (the "Monthly Fee") will begin as soon as we send your first round of letters (approximately 72 hours from your interview). The Client will begin incurring a monthly fee of \$69.00 per individual thereafter for each month of service (the "Billing Period"). Subsequent Billing Periods will be in 30-day increments, until terminated as per Section 1 of this Agreement, in which case the Billing Period for that month will end on Termination Date and the Monthly Fee for such months shall be \$69.00 per individual. MY CREDIT GROUP, INC. will ensure the Monthly Fee is charged after: (i) MY CREDIT GROUP, INC. generates correspondence(s) to the Client, (ii) MY CREDIT GROUP, INC. verifies the Client's file maintenance, and (iii) MY CREDIT GROUP, INC. presents a case summary.

(d) Billing and Payment. The Client(s) will be charged for the After-Work Fee on the day it becomes due and payable and will be charged for work completed and each Monthly Fee on the anniversary date of the initial Monthly Fee for each Billing Period (each, a "Billing Date"). The relevant fees will automatically be charged to the Client(s) on the Billing Date according to the method of payment selected by the Client(s). MY CREDIT GROUP, INC. requires at least three

(3) business days notice prior to the Client's Billing Date in order to change the Client's billing information or method of payment. MY CREDIT GROUP, INC. will assess a \$10.00 fee on all returned checks. Invoices confirming that the fees have been charged to the Client(s) may be emailed to the Client(s) on the Billing Date unless otherwise requested in writing by the Client(s).

(e) Account Maintenance: In the event My Credit Group cannot reach the client, we will continue to dispute, or negotiate any items discussed in the Client's "initial interview". Should the Client fail to keep MY CREDIT GROUP, INC. informed as to updates and changes to the Client's case and there is nothing left to dispute or negotiate, MY CREDIT GROUP, INC. will drop the account to a "maintenance" status and monthly fees will be reduced to \$25.00, per month, per client. MY CREDIT GROUP, INC. will perform, at minimum, the following services for the Client in maintenance status: (i) MY CREDIT GROUP, INC. generates correspondence(s) to the Client, (ii) MY CREDIT GROUP, INC. will verify the Client's file maintenance and check for changes, and (iii) MY CREDIT GROUP, INC. will present a case summary.

#### **4. Client Responsibilities.**

The Client(s) agrees to provide MY CREDIT GROUP, INC. with any and all information, in a timely manner, needed to facilitate the services to be provided to the Client(s). The Client(s) authorizes MY CREDIT GROUP, INC., its employees and agents to prepare all necessary correspondence, either written or electronic, relating to MY CREDIT GROUP, INC.'s services and to submit to MY CREDIT GROUP, INC. any additional information legally required to support those services. The Client(s) agrees to forward immediately to MY CREDIT GROUP, INC. all correspondence from the credit bureaus, creditors or others relating to services provided by MY CREDIT GROUP, INC.. The Client(s) understands that all information provided to MY CREDIT GROUP, INC. must be true and accurate to the best of the Client's knowledge.

#### **5. Disclaimer of Guarantee or Warranty.**

MY CREDIT GROUP, INC. AGREES ONLY TO PERFORM THE SERVICES SPECIFICALLY DESCRIBED IN SECTION 2 ABOVE. MY CREDIT GROUP, INC. DOES NOT REPRESENT OR WARRANT THAT IT WILL ACHIEVE SPECIFIC RESULTS FOR THE CLIENT. MY CREDIT GROUP, INC. DOES NOT REPRESENT OR GUARANTEE THAT THE CLIENT'S CREDIT REPORT OR SCORE WILL BE AFFECTED BY THE SERVICES PROVIDED BY MY CREDIT GROUP, INC. OR THAT THE CLIENT WILL RECEIVE NEW CREDIT OR LOANS, CREDIT CARDS OR MORTGAGES AS A RESULT OF MY CREDIT GROUP, INC.'S SERVICES. MY CREDIT GROUP, INC WILL NOT DISPUTE ITEMS DEEMED BY THE CLIENT AS ACCURATE.

#### **6. Refund Policy.**

Clients not satisfied with the results of MY CREDIT GROUP, INC. work may request a complete review of their account. If it is determined that MyCreditGroup did not fulfill it's obligations per the terms and agreement for any given month -, The Client will be entitled to a refund for work not completed during the defined period of time. Results vary based on a client's ability to follow recommendations, meet financial obligations and maintain correspondence

between MY CREDIT GROUP, INC., The Client and the credit bureaus and creditors. Delays or lack of participation by clients may impact or minimize the results of MY CREDIT GROUP, INC.'s work.

## **7. Notices.**

All notices and other communications hereunder shall be given in writing and shall be deemed to be duly given and effective: (i) upon receipt if delivered by electronic mail or facsimile, (ii) three days after deposit in the United States mail, and (iii) one day after deposit with a national overnight express delivery service. Either party may change the following contact information upon written notice to the other party. Notices shall be delivered or transmitted to:

Attn: Processing Department  
820 Los Vallecitos Blvd. Suite F  
San Marcos, CA 92069  
Facsimile: 760.655.4319

The above address is the principal place of business for MY CREDIT GROUP, INC. The registered agent of MY CREDIT GROUP, INC. for service of process is Mangie Koza at 820 Los Vallecitos Blvd. Suite F – San Marcos, CA 92069

## **8. Severability.**

If any provision of this Agreement is held to be inapplicable or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with the other provisions remaining in full force and effect

## **9. Indemnification.**

The Client(s) agrees to defend, indemnify and hold MY CREDIT GROUP, INC. and its members, managers, employees and agents harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of MY CREDIT GROUP, INC.'s provision of services to the Client under this Agreement or the Client's breach of this Agreement, except for claims, demands, actions, liabilities, costs or damages arising out of MY CREDIT GROUP, INC.'s gross negligence or willful misconduct. The Client further agrees to pay MY CREDIT GROUP, INC.'s reasonable attorneys' fees and costs arising from any actions or claims eligible for indemnification under this Agreement.

## **10. Governing Law.**

The laws of the State of California shall govern the construction and interpretation of this Agreement, without regard to conflict of law or choice of law provisions thereof.

\*Removing inaccurate negative notations or accounts, as well as having any inaccurate accounts upgraded to “account updated” constitutes improvement.

Entire Agreement. This Agreement represents the final and entire agreement between the Client(s) and MY CREDIT GROUP, INC. and shall supersede all other agreements between the parties regarding the subject matter hereof.

### **11. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

### **12. Digital Signatures.**

The Client agrees that his or her digital signature is equivalent to a handwritten signature as provided in The Federal E-Sign Act

### **13. Notice of cancellation.**

You, the buyer, may cancel this contract at any time prior to midnight of the fifth working day after the date of the transaction. Please see attached.

#### **Notice of Cancellation**

YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) WORKING DAYS FROM THE DATE THE CONTRACT IS SIGNED.

IF YOU CANCEL ANY PAYMENT MADE BY YOU UNDER THIS CONTRACT, IT WILL BE RETURNED WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE.

TO CANCEL THIS CONTRACT, MAIL OR DELIVER A SIGNED, DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO CANCELLATION DEPARTMENT: 820 LOS VALLECITOS BLVD. SUITE F SAN MARCOS, CA 92069 BEFORE MIDNIGHT ON DATE \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION,

DATE: \_\_\_\_\_

PURCHASER'S SIGNATURE: \_\_\_\_\_

PURCHASER'S PRINTED NAME: \_\_\_\_\_

If you have any questions about this agreement, or would like more information about it, please contact our service department at 760-655-4319 or e-mail us at [supportteam@mycreditgroup.com](mailto:supportteam@mycreditgroup.com). Please sign this sheet to acknowledge that you have read and understand the agreement between you and My Credit Group, Inc.

**Exhibit A**

**Notice of Cancellation**

YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) WORKING DAYS FROM THE DATE THE CONTRACT IS SIGNED.

IF YOU CANCEL ANY PAYMENT MADE BY YOU UNDER THIS CONTRACT, IT WILL BE RETURNED WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE.

TO CANCEL THIS CONTRACT, MAIL OR DELIVER A SIGNED, DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO CANCELLATION DEPARTMENT 820 LOS VALLECITOS BLVD. SUITE F SAN MARCOS, CA 92069 BEFORE MIDNIGHT ON DATE \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION,

DATE: \_\_\_\_\_

PURCHASER'S SIGNATURE: \_\_\_\_\_

PURCHASER'S PRINTED NAME: \_\_\_\_\_

If you have any questions about this agreement, or would like more information about it, please contact our service department at 760-655-4319 or e-mail us at [supportteam@mycreditgroup.com](mailto:supportteam@mycreditgroup.com). Please sign this sheet to acknowledge that you have read and understand the agreement between you and My Credit Group, Inc.

