

## **Cost of Service**

The fee for this service will be \$59.95 each month. You may cancel at any time.

## **Payment Date**

Pay no money now. Your regular payment date will be four business days from today, unless other arrangements are made.

## **Retainer Agreement and Limited Power of Attorney**

Smart Credit Repair ("SCR") will use the federal law in attempt to correct errors and other misleading information found in your credit reports by challenging the credit items that you identify to SCR as inaccurate, incomplete, misleading, unverifiable, or outdated. When SCR receives legible copies of credit reports from you, it will draft, sign, and send letters to the three major credit reporting agencies on your behalf and in your name. SCR can not guarantee a specific outcome or accurately predict how long the process will take. The process can only be commenced once the credit report has been received, pre-counseling and initiation has been completed. In many instances of minimal work to be completed, the process will take no less than 60 days. However, as every situation and case sensitivity is different, it would be unfair and unjust to promise that short of an outcome. SCR does not charge you for services not completed. SCR only, charges after the initial setup and after the work has been performed each month.

1. In consideration of SCR's services and fee structure, you agree:
  - a. To notify SCR of items that you identify as inaccurate, incomplete, misleading, unverifiable, or outdated.
  - b. To pay SCR the initial setup cost of \$159.95 within six (6) days of the date on this signed contract, and \$59.95 each subsequent month work has been performed the previous month. You grant SCR permission to withdraw the earned funds from your credit card or bank account unless you terminate this Agreement.
  - c. To mail legible copies of your credit reports to SCR at least every seventy-five (75) days; promptly forward SCR copies, or originals of all correspondence that you receive from the credit reporting agencies, furnishers, or others of a similar nature pertinent to SCR's efforts on your behalf; and promptly inform SCR of any change of your address. To communicate with the credit reporting agencies only through SCR's written correspondences.
  - d. That you intentionally sought out the service of SCR, which is located in Indiana, to perform such work as identified here, and individuals under the direct control of SCR's management team may perform the services.
  - e. That the success of the services performed detailed herein depends heavily on your fulfillment of this agreement and its commitments said forth.
  - f. Prompt response to all communication from SCR is required to maximize results.
    - g. In the event you do not perform the above tasks as agreed, SCR may cancel this agreement by email, telephone, or written communication sent by the United States Postal Service.
2. **GOVERNING LAW.** This agreement is deemed to have been executed and performed exclusively in the State of Indiana. Indiana law, without regard to conflict of law provisions, exclusively governs this application and enforcement of this agreement.
3. **ARBITRATION.** Any dispute between you and SCR shall be settled by binding arbitration administered by an arbitrator chosen by SCR. The parties waive the right to a trial by jury, to

appeal arbitrator's decision, or to participate in a class action lawsuit regarding any dispute arising out of or relating to this Agreement.

4. ENTIRE AGREEMENT. This Agreement, and the Legally Required Disclosure Statement, constitutes the entire agreement between you and SCR and may be modified only in writing.
5. POWER OF ATTORNEY AND ELECTRONIC SIGNATURE. SCR needs permission from you to communicate with credit reporting agencies, and potential creditors and others, in your name and on your behalf, including writing, signing, and transmitting letters and electronic documents in your name and obtaining copies of your credit reports from third parties. Dispute letters on your behalf are considered proprietary and will not be automatically sent to you. This is a Limited Power of Attorney, granting permission to SCR to do this. It authorizes and directs SCR to act as your disclosed or undisclosed agent when performing the services you have retained SCR to provide. You may cancel your electronic authorization, and the Limited Power Of Attorney, at any time by sending SCR and email, or by written letter stating that you retract your electronic authorization and Limited Power of Attorney. Without this electronic authorization and Limited Power of Attorney, SCR is unable to take action on your behalf, and canceling it will close your file with SCR.
6. **CANCELLATION POLICY. You may cancel this service at anytime without penalty by submitting your request in writing to: SMART CREDIT REPAIR, P O Box 152, Jamestown, Indiana 46147, fax to (866) 615-5016 or [cancel@smartcreditrepair.info](mailto:cancel@smartcreditrepair.info).** Federal law also requires the following notice: You may cancel this contract without penalty or obligation at any time before midnight of the 3<sup>rd</sup> business day after the date on which you signed the contract. See the *Legally Required Disclosure Statement*; for an explanation of this right. The *Legally Required Disclosure Statement* also includes a Notice of Cancellation form that you can use to cancel this service.