1. Introduction. The undersigned parties (“client(s)”) hereby agree to employ Credit Dusters (“CD”), their agents, employees, and/or contractors, to provide advice and assistance with respect to improving the client’s credit file, record, history, FICO or other scores, and overall credit knowledge. Generally, this service will be directed to a Consumer Reporting Agency (“CRA” or “Credit Bureau”) or to any individual or company from whom the client is applying for credit or has actually received credit (“Creditor”). Finally, these efforts may be directed to any collection agency or company supplying credit-related information to a CRA or Creditor (a “Furnisher” of information).

2. Credit Repair Organizations Act. The client has been informed that CD is a company which sells or provides a service, in return for consideration, in an attempt to improve the client’s credit record, history or rating, and to provide advice regarding these activities, and as such, is governed by the Credit Repair Organizations Act, 15 U.S.C. 1679 (“CROA” or “The Act”).

3. Prohibited Practices by Client. CD discloses that the following acts are strictly prohibited under the CROA, and the client agrees to refrain from assisting CD’s agents or employees, with respect to the following prohibited practices: (a) advising or making a statement to a CRA or an existing or prospective creditor which is untrue or misleading, or which should be known to be untrue or misleading, or which should be known to be untrue or misleading, through reasonable care; (b) advising or making a statement to alter the client’s identification in order to prevent the display of the client’s credit record or history for the purpose of concealing adverse information which is accurate and not obsolete.

4. Prohibited Practices by CD. CD will not (a) make or use any untrue or misleading representation as to the services to be provided to the client; (b) perform any act or conduct that constitutes a commission or attempt to commit a fraud or deception upon any client in connection with the offer or sale of the services of CD; (c) charge or receive any money or other consideration for the performance of any service for which CD has agreed to perform before such service is actually performed.

5. Consumer Disclosure. Prior to signing this contract and paying any money for services rendered, each client acknowledges that they received, reviewed and signed a separate and standalone “Consumer Credit File Rights Under State and Federal Law” disclosure form.

6. “Right to Cancel” Notice. Every client has the right to cancel this contract with CD, without penalty or obligation, by notifying CD before midnight of the 3rd business day after this contract is signed and executed. You may exclude Sundays and the day the contract is signed for computing the three business day rule. Each client acknowledges receipt of two signed copies of the “Notice of Cancellation” document. Further, no services will be rendered nor will any money be paid to CD during this three day cancellation period.

7. Description of Services and Conditions of Payment. The client agrees to pay a profile assessment fee as well as a monthly fee for the services of CD, which shall be detailed as follows:

   1. The first payment shall be due immediately after the expiration of the three day rescission period (“First Due Date”), and paid to CD after: (a) you pull your credit report from the three major reporting agencies, Experian, Equifax, and TransUnion through a credit watch service; (b) sets up a physical file for the client containing all relevant contracts, documents, credit reports and other information; (c) reviews and analyzes the credit report in order to advise the client on specific credit problems or issues.

   2. The following payments shall be due 30 days after the first due date, and every month thereafter: (a) discusses with each client the specific issues identified on the credit report; (b) confirms with each client all incorrect or inaccurate information contained in each credit report; (c) discloses any relevant or necessary supporting documentation that may be needed to support a dispute letter. Note: There is a $25.00 charge if your check is returned without payment for any reason.

   8. For a period of three months from the date the contract is signed, CD will also provide the following services, without additional payment from the client, as determined by the agents and employees of CD, in their sole discretion:

      1. Where a letter and any necessary supporting documentation has been provided to a Creditor or CD, and that entity fails to take corrective action, CD will refer each client to an attorney who will review the claim and possibly pursue your legal rights. Under the FCRA, an attorney may recover attorney’s fees, costs, damages (and potentially punitive damages, in limited circumstances) without any up-front charge or fee to the client (also known as a “contingency fee” arrangement). CD will not charge you, nor receive any fee, for this referral.

      2. Continuing communications with the CD’s, Creditor, or Furnishers who have inaccurate credit information in an effort to obtain a resolution or removal of information on the credit report. These communications may be made by telephone, email, and/or written correspondence.

      3. Provide educational materials on various topics, such as the credit reporting process, credit scores and what factors play an important role in assigning the score, and the effect a credit score has on the client’s overall finances.

   9. Completion Date. Due to the uncertain nature of credit repair and the amount of time needed to dispute inaccurate information, CD hereby estimates that the services to be rendered to client will take a minimum of 30 days to complete, but it is far more realistic that a minimum of 90 days will be required. Therefore, CD and the client expressly agree to set the contract period at 180 days from the date the contract is signed, in exchange for payment of the fee. This fee is final and non-refundable after the 180 days (subject to the “Guarantee of Service” listed below), and the performance of all services rendered by CD, or any other of its agents or employees will be complete. Specifically, CD makes no other promises or warranties with respect to the amount of work that will be complete within the 180 day period, other than guaranteeing the 20 point improvement listed below. Furthermore, each client understands that additional work could be required after the 180 day period, that their credit information may not be entirely accurate by the end of the 180 days, and if the client desires additional assistance from CD, the client would be required to pay additional fees to continue CD’s services with respect to any remaining credit disputes.

   10. Guarantees of Service. In addition to providing the services described above, CD agrees to refund to the client, after the passage of 180 days, any fee collected from the client if CD is unable to raise the client’s credit score at least 20 points, at any time during the contract, on any one credit report. This guarantee will be applicable only after CD has had an appropriate amount of time to process the client’s information and dispute letters, which may take the full 180 day service period. Furthermore, this guarantee is void if the client fails to adhere to all of the requirements listed in PARAGRAPH 14 with respect to the client’s responsibilities.

   11. Copies of Documents. The client has a right to have a copy of any document requiring the client’s signature. CD will also make
17. No Express or Implied Warranties. No other promise, other than the refund policy stated in paragraph 7, has been made to the client.

Signature of Client Date

___________________________________________________ _______________________________
Client Name (please print) Social Security Number

___________________________________________________ _______________________________
Signature of Client Date

ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE ON WHICH YOU SIGNED THE CONTRACT. SEE THE
ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION AT ANY TIME BEFORE MIDNIGHT
Note: Credit Dusters is the name of the company providing credit repair services to you, the client. The principal business address, and all correspondence or documents, should be forwarded to the following address:

Credit Dusters
PO Box 356
Charlestown, IN 47111