

CLIENT SERVICE AGREEMENT SpeedTrack

This Client Service Agreement (hereafter Agreement) is an agreement for consulting services. The parties to this Agreement are:

Go Clean Credit (hereafter GCC), with its principal place of business located at 1820 E Ray Road, Chandler, AZ 85225 and

Robert Kirchgessner (hereafter Client)
who resides at 8307 N 8th Ave, Phoenix, AZ, 85021.

Client wishes to utilize the services of GCC, THEREFORE, GCC and Client agree as follows :

1. Scope of Services

Below is a non-exhaustive list and description of the services provided by GCC. Client agrees to allow GCC to perform these services.

a) Initial Credit Consultation

Assist Client to obtain copies of credit reports from Equifax, Experian and Trans Union;
Review Client's credit reports to determine if any information is inaccurate, incomplete, outdated or unverifiable;
Create a personalized Credit Restoration Plan for Client;

b) Client Enrollment

Set-up Client file in GCC system;
Create secure online client web portal which has 24/7 access;
Provide Client with GCC customer service contact information; including, toll-free numbers, emails, secure web portal Help Desk, addresses, and fax number;
Prepare detailed plan for each line item to be disputed.

c) Credit Restoration Plan

Prepare personal information challenge letters to correct inaccurate personal information on Client's credit reports;
Prepare first round credit bureau dispute letters regarding the correction of items which are inaccurate, incomplete, expired, or unverified as per the Fair Credit Reporting Act;
Provide guidance to Client to opt out of credit bureau marketing activities, and information to list numbers with the Do Not Call registry to reduce junk mail and solicitations;
Analyze and review all response letters and correspondence received by Client from credit bureaus; Prepare initial and subsequent rounds of creditor dispute letters as necessary. ;
Analyze and review all response letters and correspondence received by Client from creditors;
Provide Client with regular updates via email, phone, fax, web portal, or physical mail;
Provide ongoing assistance and counseling through the end of the program.

d) Final Review

At the completion or cancellation of the program GCC will perform a program review. Client gives permission to GCC to obtain a final credit report from Transunion, Experian, and Equifax for this purpose.

Review Client's credit reports to determine additional actions that may be taken by GCC or by Client to help Client achieve maximum results.

e) Completion of Consulting Services

GCC estimates completion of services to occur by 2021-10-02 provided Client forwards all replies received from credit bureaus and creditors in a timely manner. However, this is only an estimate and the actual time needed to complete Client's services may take either more or less time.

2. Terms and Conditions

Client understands and acknowledges that failure to comply with any of these Terms and Conditions may prevent Client from finishing the program and achieving maximum results. Client acknowledges that they were informed of and agree to perform in accordance with these Terms and Conditions.

a) Client Obligations During Program

The Client's personalized credit restoration plan is a joint effort between GCC and the Client. To maximize results the Client is expected, and in some cases required, to perform the following activities:

Dispute Letter Review and Approval: Client acknowledges that Client has been briefed during the initial consultation and review of the personalized credit restoration plan on the letters that will be created on their behalf. Client shall review and approve all letters using the client portal and upon approval the letters will be electronically provided to the Client to sign and mail.

Receipt of Creditor and Credit Bureau Correspondence: Client agrees to forward GCC ALL correspondence received by Client from credit bureaus and creditors via mail, fax, or email within ten (10) days of receipt. Client is responsible for maintaining original copies. If Client fails to forward correspondence regarding the credit disputes from the credit bureaus or the creditors by the scheduled processing date of the subsequent rounds, GCC may assume Client did not receive a response and may elect to prepare the next corresponding dispute letter. If GCC prepares the subsequent round and Client then notifies GCC of responses then (1) GCC may charge Client an additional \$100.00 for each round when letters are requested or required to be re-written. Such charge may only be implemented by GCC after it has re-written the required letters; or (2) if Client continuously fails to cooperate, GCC may elect to terminate this Agreement for breach of contract. If Client needs additional time to send GCC any responses, Client is responsible for informing GCC as soon as possible of this requirement via written communication (email, text or letter).

Client Conduct Guidelines: GCC strongly encourages Client to abide by the following guidelines to achieve maximum results of their personalized credit restoration plan:

Client should pay down revolving trade lines so that all revolving balances are at least below 39% of the credit limit;

Client should not add new negative line items to their credit reports after the initial consultation;

Client must pay all creditors on time during the program NO exceptions;

Client should not apply for new credit without informing GCC;

Client should enroll in a credit monitoring program; and

Client should obtain and maintain a good standing revolving line of credit.

New Negative Credit Information: Client is required to disclose to GCC any potentially negative and pending credit items; including, judgments, collection accounts, and liens which are not reporting at the start of Client's program. The addition of new negative credit information may adversely impact Client's credit and ability to achieve maximum results. In the event Client fails to inform GCC of any potentially negative and inaccurate information, Client acknowledges that GCC will not be responsible for disputing that information under this Agreement.

GCC shall create dispute letters on only the tradelines that, after the initial Client consultation and subsequent review, are deemed by the Client to be reporting as inaccurate, incomplete, expired or unverified and that are challengable under the FCRA.

Client understands that GCC cannot guarantee any specific credit score improvement or that any particular item shall be removed or improved. No two clients are alike and the results cannot be predicted ahead of time.

b) Fees and Payment Terms

Select method of payment to use for this contract :

Type Of Card : {t;d;r;y;o:"Customer";l:"Card Type";dd:"Visa,Mastercard";}

Name On Account : {t;t;r;y;o:"Customer";}

Credit Card # : {t;t;r;y;o:"Customer";w:300;}

Expiration Date : {t;t;r;y;o:"Customer";}

Security Code On Back of Credit Card (3 digits) : {t;t;r;y;o:"Customer";}

GCC does not charge or accept advance fees. Client agrees to pay GCC per the schedule below. The first payment is the setup fee and will only be charged AFTER GCC has completed the Initial Credit Consultation, Client Enrollment and created the Client's personal information disputes to the credit bureaus. The setup fee is \$199. If Client has monthly payments the payment shall occur on the same date of the month as the first payment if first payment is before the 29th of the month; otherwise it will occur on the 28th of each subsequent month. Each subsequent payment will only be charged after GCC's completion of the following services on an as needed basis: the creation of follow up letters to the bureaus, the creation of initial and subsequent letters to creditors and collection agencies (non personal information dispute letters), and the creation of special focus letters to address unique Client circumstances, and final program review. The first of these subsequent letter(s) will be created within a week after the Client setup actions. GCC will determine the appropriate letters to create each month and will only charge the Client AFTER the letters have been created. Client can cancel at any time in writing and no payments shall occur after the date GCC receives Client's written cancellation request. Estimated cost for the program is \$799.

Payment 1 : \$199 on 06-24-2021

Other Payments : \$200 Per Month For 3 Months

For payments stated above, Client agrees and gives permission to GCC to directly and automatically withdraw (debit) funds from the credit card or debit card that was provided for initial payment or subsequently updated. Client agrees that a receipt for payment will be provided via email. Client acknowledges they will not receive a printed invoice by mail.

Should payment not be made in accordance with the Payment Schedule above, Client must make payment within three (3) days; otherwise Client will be in breach of contract and services may be terminated. Payment failure is subject to a service charge of \$15.00.

3. Money Back Guarantee - SpeedTrack Program Only.

Client is eligible for a refund as follows:

For Clients with starting midscore (the middle score of the three credit bureau scores from Equifax, TransUnion and Experian) of less than 620 the following Money Back Refund Shall Apply:

- 1) Obtain a midscore (the middle score of the three credit bureau scores from Equifax, TransUnion and Experian) of at least 620; OR
- 2) A minimum improvement of at least 50 points from the initial credit report

If neither 1) nor 2) is achieved, Client is eligible for a refund as follows:

If midscore improvement of 25 points or better has been achieved : Client receives 50% of (total payment to Go Clean Credit under this contract less Setup Fee and less 33% of any debt savings) as a refund.

If midscore improvement of less than 25 points has been achieved then Client receives 100% of (total payment to Go Clean Credit under this contract less Setup Fee and less 33% of any debt savings) as a refund.

If the Client is entitled to a refund, Client may choose to waive refund in return for Go Clean Credit continuing to work on their behalf to achieve better results.

All Money Back Refunds require the Client to have done all of the following :

- 1) Been in the program for at least 6 months
- 2) Made all scheduled payments on time to Go Clean Credit (per Fees And Payment Terms)
- 3) Apply for a positive trade line (secured credit card, etc) if recommended by Go Clean Credit within two weeks of the recommendation
- 4) Kept open credit card balances at same level or less than as when started.
- 5) No additional negative reporting items have been added to credit report (no new late payments, collections, increased balances, etc) after the beginning of program
- 6) Not have closed any open accounts unless instructed by Go Clean Credit to do so
- 7) Completed the program review with credit consultant (requires current credit report) and any action items recommended
- 8) Execute any Pay For Deletions recommended during program review
- 9) Contact referral attorney if recommended during program review

4. Money Back Guarantee - FlexTrack Program Only.

Item is defined as any information deleted or repaired on the Client's credit report (i.e. deletion of a single collection reporting on Equifax would be 1 item).

Client is eligible for a refund as follows:

If the number of items removed or repaired from the Client's credit report multiplied by \$75 is less than the Client's total payments less the Setup Fee then Client shall be refunded the difference.

All Money Back Refunds require the Client to have done all of the following :

- 1) Been in the program for at least 9 consecutive months
- 2) Made all scheduled payments on time to Go Clean Credit (per Fees And Payment Terms)

Example Calculation:

Client has paid \$1,090 and has had 7 items deleted or repaired on their credit report calculation would be:

$$\$1,090 - \$199 \text{ (Setup Fee)} - \$525 \text{ (\$75 * 7 items)} = \$366 \text{ refund to Client.}$$

5. Sold Or New Items For SpeedTrack Program Only. If Client has enrolled in SpeedTrack Program (indicated at top of Contract) then if a tradeline is resold or a new tradeline appears on the Client's credit report within six (6) months from the date of completion, GCC will work on it for no additional fee.

6. Limited Power of Attorney. Client grants GCC a limited power of attorney to write letters to creditors and credit bureaus on Client's behalf. Client may cancel the limited power of attorney provided to GCC at any time. However, cancellation of this limited power of attorney may, at GCC's discretion, result in the closing of your case file and your termination as an active client of GCC.

7. **Cancelation of Services.** Client may cancel this Agreement at any time by notifying GCC in writing at least five (5) business days prior to the next scheduled dispute round. Upon written cancellation, no further rounds will be processed and Client will not be charged for unearned fees.
8. **Litigation Services.** This Agreement DOES NOT include litigation services. Client understands that GCC shall not represent Client in any court of law or provide Client with legal advice. Client also understands that GCC is NOT a law firm and is in no way representing or acting as legal counsel to Client.
9. **Potential Liability.** Client understands that any disputed debt is assumed to be inaccurate or unverifiable by GCC based upon information provided by the Client to GCC. GCC is not able to or responsible for determining whether the debt is legally enforceable against the Client. If Client is liable for the debt, the creditor may begin or continue collection attempts. Client agrees to hold harmless GCC, its agents, and employees from potential liability arising from the dispute of any debt or other trade line.
10. **Arbitration.** Any dispute arising under this Agreement shall be subject to binding arbitration administered by the American Arbitration Association .The arbitration shall be held in Arizona.
11. **Legal Fees and Costs.** Client and GCC each agree to bear their own legal fees and costs in any dispute arising from, under, or incident to this Agreement.
12. **Governing Law.** This Agreement shall be governed in accordance with the laws of Arizona.
13. **Severability.** If any term, condition, or provision of this Agreement is found to be unenforceable or contrary to law, it shall be severed from the remainder of this Agreement, and all other terms, conditions and provisions of his Agreement will remain in full force and effect.
14. **Right of Rescission.** Client has the right to cancel this Agreement within five (5) business days from the date the Agreement is signed. Client acknowledges that they have been provided with a separate written document entitled Notice of Cancellation which can be used to exercise their right of cancellation.
15. **Disclosure of Consumer Credit File Rights.** Client acknowledges that they have been provided with a separate written document entitled Consumer Credit File Rights Under State and Federal Law.
16. **Privacy Policy.** GCC safeguards the security of all data clients send us with physical, electronic, and operational procedures. GCC does not sell, trade, or otherwise transfer to outside parties any personally identifiable information. This does not include trusted third parties who assist GCC in conducting business or servicing our clients, so long as these parties agree to keep client information confidential. Client acknowledges that the personal information provided to GCC will be used to communicate regarding Client's case file. GCC may also provide Client free educational information or newsletters regarding credit and finances or to administer a promotion or survey; Client has the ability to unsubscribe to these communications. If Client was referred to GCC by a GCC referral partner, Client hereby expressly consents to GCC sharing Client status information with the referring partner unless Client requests otherwise in writing at the time of signing this agreement.
17. **Effective Date.** This Agreement takes effect on the date it is approved electronically by Client. If Client accepts this Agreement by signing a paper copy of the Agreement, then the Agreement takes effect on the date Client signs the paper copy.
18. **Entire Agreement.** This Service Agreement, the Notice of Cancellation, the Consumer Credit File Rights Under State and Federal Law, and attachments hereto constitute the entire agreement between the parties. Any representations or promises not specifically stated in these five documents are void. Client acknowledges that they have read and understood all terms and conditions contained in this agreement.

By clicking the I Agree button below, Client hereby accepts all the terms and conditions contained herein. Client may also accept this Agreement by printing out a paper copy of the Agreement and signing immediately below.

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION AT ANY TIME BEFORE MIDNIGHT OF THE 5th BUSINESS DAY AFTER THE DATE ON WHICH YOU SIGNED THE CONTRACT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Signature of Client

Date

{t:s;r;y;o:"Customer";}

{t:t;r;y;o:"Customer";l:"Date";}

Consumer Credit File Rights Under State and Federal Law

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any credit repair company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intent to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations. You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations.

For more information contact:

The Public Reference Branch
Federal Trade Commission
Washington, DC 20580

Signature of Client

Date

{t:s;r;y;o:"Customer";}

{t:t;r;y;o:"Customer";l:"Date";}

I have been informed and understand that I may only dispute items of information on my credit report that are inaccurate or incomplete. I understand accurate negative information on my credit report cannot be removed. I agree that I will not request that Go Clean Credit dispute or seek to remove accurate negative items on my credit report.

Signature of Client

Date

{t;s;r;y;o:"Customer";}

{t;t;r;y;o:"Customer";l:"Date";}

ARIZONA SURETY BOND AND INFORMATION STATEMENT

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee usually \$20-\$30 if you do not meet the requirements provided in the Consumer Credit File Rights Under State and Federal Law.

44-1708. Surety bond; procedures to obtain or establish; claim by action at law; limit of liability

A. If a credit services organization is required to obtain a surety bond pursuant to section 44-1703, the following procedures apply:

1. A copy of the bond shall be filed with the corporation commission.
2. The bond required shall be in favor of this state for the benefit of any person who is damaged by any violation of this article. The bond shall also be in favor of any person damaged by the practices.
3. A person claiming against the bond for a violation of this article may maintain an action at law against the credit services organization and against the surety.

B. The surety is liable only for actual damages and not the punitive damages permitted under section 44-1711. The aggregate liability of the surety to all persons damaged by a credit services organization's violation of this article shall in no event exceed the amount of the bond.

C. The bond shall be in an amount equal to five per cent of the total amount of the fees charged buyers by the credit services organization under the contracts entered into between the credit services organization and the buyers during the previous twelve months, but in no case shall the bond be less than five thousand dollars or more than twenty-five thousand dollars. The amount required shall be adjusted once a year, no later than the tenth day of the first month of the credit services organization's fiscal year.

Should the company provide you services contrary to Arizona law, you may file a claim against the company and the company's surety bond holder. The company's surety bond holder is located at the following address:

Great American Insurance Company
301 E 4th Street
Cincinnati, OH 45202

CLIENT SIGNATURE(S)

Per your contract with Go Clean Credit we will be using a copy of your signature to send along with the letters to the credit bureaus, creditors and collection agencies. **Please print this page out and sign in the box below** (if this is a joint contract please have both people sign). **Your signature must stay completely within the box** (ie. No part of your signature should be outside of the box nor touching the box).

Provide this sheet to GCC with your signature by one of the following methods

In person

Fax to 877-991-4887

Scan and email to customerservice@gocleancredit.com



Robert Kirchgessner

NOTICE OF CANCELLATION

****ONLY SIGN AND RETURN THIS PAGE IF YOU WISH TO CANCEL THIS CONTRACT***

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

IF YOU CANCEL ANY PAYMENT MADE BY YOU UNDER THIS CONTRACT, IT WILL BE RETURNED WITHIN TEN (10) 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:

GO CLEAN CREDIT
at 1820 E. RAY RD
CHANDLER, AZ 85225

BEFORE MIDNIGHT ON: {{CancelDate}}

I HEREBY CANCEL THIS TRANSACTION

Client

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