

## SERVICE CONTRACT

This Contract is made and entered into between:

Freedom Club USA, hereinafter referred to as "FCUSA" or "Counselor" or the "Company" and the FCUSA Client, referred to as "Member".

WHEREAS, the Member has issues or suspects he has issues with the Banking Entities as reported by one or more consumer credit reporting agencies.

WHEREAS, the Member wishes for all, or as many as possible of the inaccuracies to be corrected.

WHEREAS, the Counselor is experienced in the intricacies of Consumer Law, and Federal Trade Commission regulations, and rules and laws dealing with Credit Card companies and credit reporting agencies.

WHEREAS, The Member wishes to Contract with the Counselor for the Counselor to educate, counsel and assist the Member in correcting and removing invalid debt from the Member Credit Cards and erroneous information in the Member's Credit Report.

NOW, THEREFORE, based upon the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

In exchange for a one-time fee as stated on the FCUSA order form for help in relief of submitted credit accounts, the Counselor will educate, counsel and assist the Member in the relief of debt and will help the Member remove any erroneous information in conjunction with this debt. This will include any Late Payments, Charge-offs, Collections, etc.

The Member must provide Member's full, true, legal name and social security number which must match with said name on the records of the Social Security Administration.

This shall be performed on a Best Efforts Basis with NO GUARANTEES.

Member adheres completely to the following provisions by their acceptance below:

- 1) Company shall perform services on a **Best Efforts Basis**.
- 2) Company shall have the Authority to Contact Creditors directly.
- 3) Member understands that Member is to keep current any/all accounts as is possible.
- 4) Member understands that no request for Credit Reports be made from any credit reporting agencies without the prior knowledge of FCUSA. Failure to do so will result in a Breach of this Contract and all work may be stopped INDEFINITELY as the discretion of FCUSA. In such a breach, no refund will be issued.
- 5) Member understands that it is Member's responsibility to provide FCUSA with copies of any AMENDED CREDIT REPORTS WITHIN FIVE (5) DAYS OF MEMBER RECEIVING SAID REPORTS with accounts in issue highlighted. FAILURE TO DO SO WILL RESULT IN A DELAY IN PROCESSING UP TO 15 BUSINESS DAYS. The sooner you send these reports into FCUSA, the quicker your process will be speeded up.
- 6) Member understands that the herein services shall in no way be construed as credit repair services.

7) Member understands that Member has a right to cancel this agreement within 3 days of execution.

8) Member understands that the services provided are educational in nature and no statements implied or otherwise would suggest the use of false or misleading statements to National Reporting Agencies.

9) Member does hereby certify that the Member's decision to enter into this agreement without being coerced in any manner was based solely on Member's own request for assistance.

10) Member does hereby hold FCUSA, representatives, heirs et. al. harmless from any and all occurrences that may happen as a result of this process.

11) Member HEREBY CERTIFIES THAT THEY HAVE READ ALL SECTIONS OF THIS AGREEMENT AND DO HEREBY UNDERSTAND ALL OF THE COVENANTS CONTAINED HEREIN.

### **LIMITED POWER OF ATTORNEY AND AUTHORIZATION**

By paying for this service, the Member is agreeing to giving FCUSA permission and authority to obtain a copy of the Member's Credit Report and submit documents and requests to credit reporting agencies and/or the FTC on the Member's behalf.

### **VENUE**

In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to the American Arbitration Association or alternate service by agreement of the parties. The Federal Arbitration Act shall govern the arbitration procedure and not any one single law of any particular state law. The parties agree that any arbitration shall be held by a arbitrator with experience in contract and common law and the hearing shall be held in the closest county of the FCUSA corporate offices for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

In any ruling and/or award the arbitrator shall provide a written opinion of the facts and conclusions of law and follow applicable law and judicial precedent. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

IN WITNESS THEREOF, the Parties hereto have duly executed this Contract the day and year per the online registration date and the Signature on that form shall be deemed to be an executed contract.