

## **NATIONAL CREDIT EDUCATIONAL SERVICES TERMS AND CONDITIONS**

### **A. Credit Restoration.**

This Credit Restoration Educational Service Contract between National Credit Educational Services, Inc. ("NCES") and the undersigned "Client" (refers to each Individual and in the case of a couple, each Individual is a Client) is for the purpose of purchasing credit restoration educational documents (the "Educational Program") and certain defined services. The Educational Program will assist you in understanding bankruptcy, guidelines and examples of draft letters for transmittal to creditors hardship letters pertaining to inability of making timely payment on the terms and conditions established by the credit, draft templates for responding to claims asserted by a collection agency or law firm retained by creditor for debt collection services, educational materials explaining the Fair Isaac Corporation ("FICO"), a behavioral model used by Lenders, Creditors, Employers, Insurance Companies, etc. in determining creditworthiness, educational materials for applying for residential mortgage for primary residence, educational documents for how to successfully re-establish credit after bankruptcy, a template budget worksheet with commentary to be used from the onset of this program to give you a benchmark for what is realistic and in determining your priorities as you create a foundation for future of handling of your income to fulfill your financial goals. Additionally, NCES will provide "Services" of obtaining your credit history, researching the data, preparing correspondence related to any discrepancies and sending to credit reporting agency to request removal of erroneous, incomplete, outdated, misrepresented, or unverifiable information that appears on the credit history report. This is not a debt consolidation or bill payment program. Further, the educational materials and Services rendered pursuant to this Service Contract are not intended to be nor should they be construed to be a legal opinion or a substitute for a legal opinion with respect to any area of law, including but not limited to, bankruptcy. Federal law requires that any unverifiable, outdated, incomplete or erroneous information must be removed from consumer credit reports by the credit reporting agencies. NCES agrees to use its best efforts to provide these Services, and will perform them in accordance with federal and state laws.

### **B. Fees and Costs.**

The Client understands that there will be a fee for the Credit Report Analysis/Educational Materials of \$349.00 per Individual of which \$100.00 per Individual is non-refundable and is due and owing at the time this Contract is signed. NCES will not commence any work prior to receiving a fully executed contract by each Individual, at least one half of the payment for each Individual Client (i.e., \$185.00) per Individual, a copy of valid social security card and proof of actual address of residence in the form of utility bill or the equivalent thereof. Notwithstanding the foregoing, NCES offers a split-payment arrangement under which the first \$185.00 is due upon signing of this Contract and the remainder is due within 14 days of the date of execution of the Contract. Any Client who takes advantage of the split-payment arrangement will also be charged an additional processing fee of \$21.00 per Individual, which will be due and payable fourteen (14) days after the execution of the Contract. If NCES does not receive timely payment of the second and final installment of \$185.00, the Client understands and agrees that NCES shall not be liable for any of the Services it committed to undertaking. The Client will be entitled to keep all educational materials given to Client at the time of execution of the Contract or via the educational information on the website, and further Client expressly waives any right to commence any type of legal or administrative action arising from Client's failure to timely pay the second and final installment and there will be no refund.

C. Refund Policy.

Refunds are only applicable within 72 hours (three days) after signing of this contract and/or application (72 hour right of rescission) if after 72 hours ,upon the completion of three cycles or one year (whichever comes first) once all updated credit reports are faxed, emailed or mailed to the corporate office in a timely manner. We will review all credit reports to analyze what has been corrected or deleted and offer a refund as follows: \$100 is nonrefundable and \$25 per item per each credit reporting agency accumulatively. The remainder will be mailed within five business days.

After the first 30 (thirty) days that a customer has been enrolled with NCES, they will be assessed a monthly \$9.95 fee for online, ongoing educational services. These services will give consumers access to enter difficult credit scenarios which will guide them through avenues to answer difficult challenges to assist them in overcoming major credit traps and help out consumers to alleviate stress and confusion by giving them a path to an incredible reservoir of information to answer these questions.

D. Non-fundable \$100.00 Fee.

In accordance with paragraph A. Client understands that NCES will analyze/audit the Client's credit reports and develop a plan to investigate, validate, and delete, correct or change those negative items which can be deleted, corrected or changed under current federal and state law during the term of this Contract. NCES is committed to taking action by correspondence on at least three (3) cycles (i.e., a "cycle" shall consist of three (3) challenges and responses thereto to and from the credit agencies to remove a discrepancy or discrepancies). In the event an Individual Client is not satisfied with NCES's services after it has completed three (3) cycles, then Client may request in writing that NCES no longer perform any Services on Client's behalf and NCES will be entitled to retain \$100.00 for all Services rendered to date.

E. Money Back Guarantee.

The Client understands and agrees that at least three (3) cycles (i.e., credit agency exchanges of correspondence and the continuing analysis/audit and investigation/dispute with credit agency, all correspondence associated with the credit report audit, investigation, and improvement process, the review for changes with each applicable credit agency, creditor or public record holder, and the continuing planning and creation of documents for the purpose of credit report improvement) is a process that takes time and cannot be stated with any degree of certainty when it will be completed. For this reason, the Client expressly understands and waives any right for any refund of any monies paid in the event the Client elects to cancel this Contract with NCES prior to its completion of three (3) cycles or 72 hour right of rescission.

F. Client Obligation.

The Client agrees to send via mail, email or fax, all credit reports and/or correspondence received from credit agencies to NCES within five (5) days or sooner after the date received. If the Client has not received any credit reports or correspondence from the credit agencies within sixty (60) days after the date of the initial credit report analysis/audit etc., the Client must notify NCES via phone conversation or writing.

G. Term of Contract.

The term of this Contract shall be for three (3) cycles as defined in Paragraph C above but in no event shall the term of this Contract extend beyond one (1) year of the date of execution. Prior thereto, Client may cancel this Contract at any time subject to the terms and conditions set forth herein.

H. Limited Power of Attorney.

By executing this Contract to obtain NCES, the Client grants NCES a limited power of attorney, by and through its authorized representatives, to: i) use any information provided by or on behalf of Client to obtain from credit agencies, creditors, collection agencies and other holders of records of Client's credit reports, Client's credit history or other creditor information for the Services to rendered herein; ii) obtain credit information over the telephone, fax, and or through the internet from record holders. NCES expressly acknowledges the sensitivity of any information provided by or on behalf of the Client in connection with NCES rendering the Services described herein. NCES will use its best efforts to ensure that all such Client information will be handled in a responsible and professional manner. The Client shall have the right to revoke or terminate the limited power of attorney provided under this Contract at any time upon written notice to NCES provided the Client understands that such action will likely impede NCES from any further performance of its Services to Client undertaken pursuant to this Contract. Otherwise, the limited power of attorney shall terminate upon termination of this Contract. All questions pertaining to validity, interpretation and administration of this Contract shall be determined in accordance with the laws of Georgia. Client agrees that the Client's limited power of attorney is valid throughout the United States only for the above-stated purposes. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

I. Hold Harmless and Indemnity.

The Client agrees to indemnify and hold NCES, their agents, attorneys, brokers and employees, harmless from all claims, losses, expenses, fees including attorney's fees, costs, judgments that may be asserted against the Client that result from the acts of omissions.

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