

**-Send this copy back to Southern Credit Repair-**

**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 intend 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, D.C. 20580

By signing below you are acknowledging receipt of the above statement.

\_\_\_\_\_/\_\_\_\_\_  
Printed Name / Date

\_\_\_\_\_/\_\_\_\_\_ **(Please sign and date**

**back page also)**  
Signature / Date

Spouse if applicable:

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Printed Name / Date

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Signature / Date

## **Service Contract Agreement with Southern Credit Repair**

This Service Contract Agreement (the "Contract") is entered into by and between Southern Credit Repair \_\_\_\_\_ (the "Client") on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, WHEREAS, the Client and Southern Credit Repair wish to enter into an agreement under which Southern Credit Repair will provide certain credit related services to the Client.

I hereby retain Southern Credit Repair to perform the credit repair services listed in Section A. below. I understand and agree that the only services Southern Credit Repair has agreed to provide under this Contract, and the only services I have agreed to pay for, are the services set forth in Section A. below. NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

### **A. SERVICES:**

1 The Client hereby agrees to pay to Southern Credit Repair the Amount of \$499 for an individual or \$799 for a couple for the services listed in this Section.

2 Southern Credit Repair hereby agrees to perform the following services for the Client in return for payment by the Client of the agreed upon amount for such services: Administrative Service: This service is fully performed after the Client's initial file set-up and all necessary forms have been completed and reviewed; and Dispute Process: This service includes developing the best strategy to investigate the inaccurate items for accuracy, and is fully performed after Southern Credit Repair has prepared and mailed a set of verification request letters or submitted the disputes online to the credit bureau(s). This service will be completed after three (3) days and no later than seven (7) days from the date the Client executes the Contract. Subsequent dispute cycles will be completed as Southern Credit Repair and the Client agree upon after the results from the original Dispute Process are reviewed.

3 The Client hereby agrees, accepts and acknowledges that the services contained in this Section are the only services Southern Credit Repair has agreed to provide under this Contract and that there have been no promises or guarantees of any future services or any other kind of services not specified herein. Further, the Client agrees, accepts and acknowledges that these are the only services the Client is paying for and the only ones the Client anticipates, believes or expects Southern Credit Repair to perform under this Contract.

4 Southern Credit Repair and the Client hereby agree the period of time to complete all services set forth in this section shall not exceed 180 days.

### **B. PAYMENT TERMS:**

1 The Client understands and promises to pay to Southern Credit Repair the total amount of \$499 for an individual and \$799 for a couple for the full performance of the services set forth in Section A. above. Southern Credit Repair will begin performance of the services described in Section A. above only after 3 days have passed from the date the Client executes this Contract. Further, the Client can, as set forth below, cancel the Contract during this 3 day period without any obligation to pay anything hereunder.

2 The Client may make up to three (3) payments towards the total amount due, each payment being one third (1/3) of the total amount due. Three (3) payments towards a total of \$499 would each be \$166, and three (3) payments towards a total of \$799 would each be \$266.

3 The Client understands the initial payment is due on the date the Client executes this Contract. The second payment is due thirty (30) days after the initial payment, and the third payment is due thirty (30) days after the second payment. The Client must notify Southern Credit Repair three (3) days in

advance of each payment's due date if a payment is going to be late or needs to be rescheduled. Southern Credit Repair does not charge the Client if a payment is late, but the Client's services described in Section A. above will be suspended until payment is made. In the event of a returned check or draft, a \$35.00 fee will be assessed against your account. **THE FIRST PAYMENT IS DUE ON THE DATE THE CLIENT EXECUTES THIS CONTRACT.**

4 The Client understands if payment is not made in accordance with this Contract, the Client shall be in breach of this Contract and from the date of the breach, all of the Client's services described in Section A. above will be suspended until payment obligations are made in accordance with this Contract. The Client understands there are no refunds for services fully performed.

### **C. DISCLAIMER OF GUARANTEE OR WARRANTY:**

Southern Credit Repair agrees only to perform the services specifically described in Section A. above. Results disclosed in testimonies received by Southern Credit Repair are not necessarily the results of the average client. The Client recognizes that every consumer's circumstances are different and that Southern Credit Repair does not represent or warrant that it will achieve specific results for the Client. Southern Credit Repair does not represent or guarantee that the Client will receive new credit or loans, credit cards, or mortgages as a result of Southern Credit Repair's services.

### **D. OTHER TERMS AND CONDITIONS:**

1 The Client understands that they have the right to dispute inaccurate information in their credit report by contacting the credit bureau directly, but the Client is retaining Southern Credit Repair to perform the credit repair services listed in Section A. above. The Client understands that no credit repair company, including Southern Credit Repair, can have accurate, current, and verifiable information removed from the Client's credit report.

2 The Client understands that most negative and derogatory information can be reported on your credit files for seven (7) years. Bankruptcies can be reported on your credit files for ten (10) years. After these periods the consumer credit reporting agencies will automatically delete the negative and derogatory information and are prevented from reissuing a report containing obsolete information.

3 The Client has a right to obtain a copy of their credit report from each of the three (3) credit bureaus: (i) every twelve (12) months from [www.annualcreditreport.com](http://www.annualcreditreport.com) or by calling Annual Credit Report at 1(800)322-8228, (ii) without charge on request made to the consumer reporting agency not later than the 60th day after the date on which the agency receives notice the consumer has been denied credit or employment, and (iii) for a minimal charge at any other time.

4 Southern Credit Repair will assist the Client in obtaining their credit reports if necessary at no additional charge. The Client understands when Southern Credit Repair obtains a copy of the Client's credit report an inquiry may be placed on the Client's credit report. In the event Southern Credit Repair and/or the Client are denied access to one or more of the Client's credit reports, the Client agrees, accepts and acknowledges that Southern Credit Repair will use the information in the credit report(s) available and develop the best strategy to investigate the inaccurate items in the credit reports that are not available.

5 The Client understands there are nonprofit Consumer Credit Counseling Services (CCCS) available. CCCS provides free, confidential budget counseling, community-wide education programs in money management, debt management programs for consumers who are overextended, and comprehensive housing counseling. You can reach Consumer Credit Counseling Service at 1(800)251-CCCS or 1(800)251-2227.

6 All notices and other communications hereunder shall be given in writing and shall be deemed to be duly given and effective: (i) upon receipt if delivered by electronic mail or facsimile, (ii) three days after deposit in the United States mail, and (iii) one day after deposit with a national overnight express delivery service. Either party may change the following contact information upon written notice to the other party. Notices shall be delivered or transmitted to:

Southern Credit Repair

901 So. 1<sup>st</sup> St. East  
Haskell, TX 79521  
Phone: (214)995-3998  
Facsimile: 1(800)948-0118  
Email: admin@southerncreditrepair.com

The above address is the principal place of business for Southern Credit Repair. The registered agent of Southern Credit Repair for service of process is Melinda Casey at 901 So. 1<sup>st</sup> St. East, Haskell, TX 79521.

7 The Client authorizes Southern Credit Repair, its employees and agents to prepare all necessary correspondence, either written or electronic, relating to Southern Credit Repair's services and to submit to Southern Credit Repair any additional information required to support those services. THE CLIENT AGREES TO FORWARD IMMEDIATELY TO SOUTHERN CREDIT REPAIR ALL CORRESPONDENCE FROM THE CREDIT BUREAUS, creditors or others relating to services provided by Southern Credit Repair. The Client understands that all information provided to Southern Credit Repair must be true and accurate to the best of the Client's knowledge.

8 In the event that the Client is utilizing Southern Credit Repair's services as part of the Client's dealings with a Mortgage Broker or Real Estate Agent, the Client authorizes the Mortgage Broker or Real Estate Agent to disclose the Client's financial history and credit report(s) to Southern Credit Repair and also authorizes Southern Credit Repair to disclose the Client's financial information and credit report(s) to said Mortgage Broker or Real Estate Agent.

9 If any provision of this Contract is held to be inapplicable or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with the other provisions remaining in full force and effect.

10 The Client agrees to defend, indemnify and hold Southern Credit Repair and its members, managers, employees and agents harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of Southern Credit Repair's provision of services to the Client under this Contract or the Client's breach of this Contract, except for claims, demands, actions, liabilities, costs or damages arising out of Southern Credit Repair's gross negligence or willful misconduct. The Client further agrees to pay Southern Credit Repair's reasonable attorneys' fees and costs arising from any actions or claims eligible for indemnification under this Contract.

11 This Contract is deemed to have been made and entered into exclusively in the State of Texas. This Contract and its enforcement shall be governed exclusively by the laws of the State of Texas, without regard to its conflict of law provisions. Any legal or equitable action concerning this Contract shall be initiated only in Dallas County, Texas; and, both parties agree that Dallas County, Texas shall be the sole and exclusive venue for resolving any disputes between the parties to this Contract.

12 This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

13 When submitting documents online, the Client agrees that his or her digital signature is equivalent to a handwritten signature as provided in The Federal E-Sign Act.

14 In the event of any claim or dispute between the Client and Southern Credit Repair arising from or relating to this Contract, or the enforceability or scope of this arbitration provision, or of any prior agreement, the Client and Southern Credit Repair must resolve the claim or dispute by binding arbitration.

IF A CLAIM OR DISPUTE IS TO BE ARBITRATED PURSUANT TO THIS CONTRACT, NEITHER THE CLIENT NOR SOUTHERN CREDIT REPAIR SHALL HAVE THE RIGHT TO LITIGATE THE CLAIM OR DISPUTE IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM OR DISPUTE. PRE HEARING DISCOVERY RIGHTS AND POST HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER THE CLIENT NOR SOUTHERN CREDIT REPAIR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CLIENTS OF

SOUTHERN CREDIT REPAIR WITH RESPECT TO THEIR CONTRACTS WITH SOUTHERN CREDIT REPAIR, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

This Agreement involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act ("FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, JAMS or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at [www.jamsadr.com](http://www.jamsadr.com), toll free at 1(800)352-5267 or NAF at [www.arbforum.com](http://www.arbforum.com), toll free at 1(800)474-2371. The arbitrator's decision will be final and binding except for any appeal rights under the FAA.

This arbitration provision shall survive termination of this Contract, as well as voluntary payment in full by the Client and any legal proceedings by Southern Credit Repair to collect a debt owed by the Client.

In the event that Client fails or refuses to pay amounts properly due and owing, Southern Credit Repair may elect to proceed by way of collection action within the courts of proper jurisdiction, without the use of any arbitration. Further, should any court of competent jurisdiction determine that this arbitration clause is not enforceable, then the remainder of the terms and restrictions contained therein shall apply to said litigation. Under such circumstances and in the event of any such litigation, no jury trial shall be allowed to any party. To the extent allowable by law, the exclusive jurisdiction and forum for the resolution of any dispute shall be located within Dallas County, Texas, applying Texas law without regard to choice of law principles.

15 Southern Credit Repair cannot provide legal advice. Southern Credit Repair, its employees and agents are not attorneys and therefore are not authorized to give legal advice.

16 This Contract represents the final and entire agreement between the Client and Southern Credit Repair and shall supersede all other agreements between the parties regarding the subject matter hereof.

17 I acknowledge and attest that the information I, the Client, have provided to Southern Credit Repair is true and correct to the best of my knowledge and belief. Any material misstatements of fact made by the Client to Southern Credit Repair will, at Southern Credit Repair's option, relieve Southern Credit Repair of any further obligation to perform under the Contract.

#### **E. LIMITED POWER OF ATTORNEY:**

The Client, the undersigned, agrees by executing this Contract to grant a limited power of attorney to Southern Credit Repair, and any and all persons in their employ, as the Client's agent, to have the necessary power and authority to undertake and perform the services set forth in Section A. above on the Client's behalf. The Client hereby gives permission to Southern Credit Repair to sign the Client's name on all documents written or submitted electronically on the Client's behalf for the purpose of disputing inaccurate, erroneous and obsolete credit information held on the Client's report by the consumer credit reporting agencies. This limited power of attorney is given to Southern Credit Repair in compliance with section 611 of the Federal Fair Credit Reporting Act.

#### **F. REGISTRATION AND SURETY BOND**

Per Title 5, Texas Finance Code, Section 393.302, "A credit services organization or a representative of the organization may charge or receive from a consumer valuable consideration before completely performing all the services the organization has agreed to perform for the consumer only if the organization has obtained a surety bond for each of its locations or established and maintained a surety account for each of its locations in accordance with Subchapter E." Any "person damaged by a violation of this

chapter” has the right to proceed against the surety bond or account. Southern Credit Repair has registered (#2006-0071) and obtained the proper security bond (#510297) to operate as a Credit Repair Services Organization pursuant to Title 5, Texas Finance Code, Section 393.001 et seq. The surety bond in the amount of \$10,000 is issued by:

Aegis Security Insurance Company  
Ralf Rigo, Attorney-in-fact  
300 International Parkway, Suite 184  
Heathrow, FL 32746

BY SIGNING BELOW, I HEREBY ENTER INTO AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS CONTRACT. FURTHER, I ACKNOWLEDGE I HAVE READ THIS CONTRACT IN ITS ENTIRETY AND FULLY UNDERSTAND THE CONTENTS OF THE CONTRACT PRIOR TO SIGNING BELOW.

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

\_\_\_\_\_/\_\_\_\_\_  
Printed Name / Date

\_\_\_\_\_/\_\_\_\_\_  
Signature / Date

Spouse if applicable:

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Printed Name / Date

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Signature / Date

**-SEND THIS COPY BACK-**

The Federal Trade Commission and State Laws require Southern Credit Repair to keep this document with your file for a minimum of two (2) years after the Contract is executed. Send this copy to Southern Credit Repair at 901 So. 1<sup>st</sup> St. East, Haskell, TX 79521.

**-Client Copy-**

## Consumer Credit File Rights Under State and Federal Law

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Federal Trade Commission  
Washington, D.C. 20580

By signing below you are acknowledging receipt of the above statement.

\_\_\_\_\_/\_\_\_\_\_  
Printed Name / Date

\_\_\_\_\_/\_\_\_\_\_  
Signature / Date

Spouse if applicable:

\_\_\_\_\_/\_\_\_\_\_

Spouse's Printed Name

Date

\_\_\_\_\_  
Spouse's Signature

\_\_\_\_\_  
Date

## **Service Contract Agreement with Southern Credit Repair**

This Service Contract Agreement (the "Contract") is entered into by and between Southern Credit Repair and \_\_\_\_\_ (the "Client") on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, WHEREAS, the Client and Southern Credit Repair wish to enter into an agreement under which Southern Credit Repair will provide certain credit related services to the Client.

I hereby retain Southern Credit Repair to perform the credit repair services listed in Section A. below. I understand and agree that the only services Southern Credit Repair has agreed to provide under this Contract, and the only services I have agreed to pay for, are the services set forth in Section A. below. NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

### **A. SERVICES:**

1 The Client hereby agrees to pay to Southern Credit Repair the Amount of \$499 for an individual or \$799 for a couple for the services listed in this Section.

2 Southern Credit Repair hereby agrees to perform the following services for the Client in return for payment by the Client of the agreed upon amount for such services: Administrative Service: This service is fully performed after the Client's initial file set-up and all necessary forms have been completed and reviewed; and Dispute Process: This service includes developing the best strategy to investigate the inaccurate items for accuracy, and is fully performed after Southern Credit Repair has prepared and mailed a set of verification request letters or submitted the disputes online to the credit bureau(s). This service will be completed after three (3) days and no later than seven (7) days from the date the Client executes the Contract. Subsequent dispute cycles will be completed as Southern Credit Repair and the Client agree upon after the results from the original Dispute Process are reviewed.

3 The Client hereby agrees, accepts and acknowledges that the services contained in this Section are the only services Southern Credit Repair has agreed to provide under this Contract and that there have been no promises or guarantees of any future services or any other kind of services not specified herein. Further, the Client agrees, accepts and acknowledges that these are the only services the Client is paying for and the only ones the Client anticipates, believes or expects Southern Credit Repair to perform under this Contract.

4 Southern Credit Repair and the Client hereby agree the period of time to complete all services set forth in this section shall not exceed 180 days.

### **B. PAYMENT TERMS:**

1 The Client understands and promises to pay to Southern Credit Repair the total amount of \$499 for an individual and \$799 for a couple for the full performance of the services set forth in Section A. above. Southern Credit Repair will begin performance of the services described in Section A. above only after 3 days have passed from the date the Client executes this Contract. Further, the Client can, as set forth below, cancel the Contract during this 3 day period without any obligation to pay anything hereunder.

2 The Client may make up to three (3) payments towards the total amount due, each payment being one third (1/3) of the total amount due. Three (3) payments towards a total of \$499 would each be \$166, and three (3) payments towards a total of \$799 would each be \$266.

3 The Client understands the initial payment is due on the date the Client executes this Contract. The second payment is due thirty (30) days after the initial payment, and the third payment is due thirty (30) days after the second payment. The Client must notify Southern Credit Repair three (3) days in advance of each payment's due date if a payment is going to be late or needs to be rescheduled. Southern Credit Repair does not charge the Client if a payment is late, but the Client's services described in Section A. above will be suspended until payment is made. In the event of a returned check or draft, a \$35.00 fee will be assessed against your account. THE FIRST PAYMENT IS DUE ON THE DATE THE CLIENT



EXECUTES THIS CONTRACT.

4 The Client understands if payment is not made in accordance with this Contract, the Client shall be in breach of this Contract and from the date of the breach, all of the Client's services described in Section A. above will be suspended until payment obligations are made in accordance with this Contract. The Client understands there are no refunds for services fully performed.

**C. DISCLAIMER OF GUARANTEE OR WARRANTY:**

Southern Credit Repair agrees only to perform the services specifically described in Section A. above. Results disclosed in testimonies received by Southern Credit Repair are not necessarily the results of the average client. The Client recognizes that every consumer's circumstances are different and that Southern Credit Repair does not represent or warrant that it will achieve specific results for the Client. Southern Credit Repair does not represent or guarantee that the Client will receive new credit or loans, credit cards, or mortgages as a result of Southern Credit Repair's services.

**D. OTHER TERMS AND CONDITIONS:**

1 The Client understands that they have the right to dispute inaccurate information in their credit report by contacting the credit bureau directly, but the Client is retaining Southern Credit Repair to perform the credit repair services listed in Section A. above. The Client understands that no credit repair company, including Southern Credit Repair, can have accurate, current, and verifiable information removed from the Clients credit report.

2 The Client understands that most negative and derogatory information can be reported on your credit files for seven (7) years. Bankruptcies can be reported on your credit files for ten (10) years. After these periods the consumer credit reporting agencies will automatically delete the negative and derogatory information and are prevented from reissuing a report containing obsolete information.

3 The Client has a right to obtain a copy of their credit report from each of the three (3) credit bureaus: (i) every twelve (12) months from [www.annualcreditreport.com](http://www.annualcreditreport.com) or by calling Annual Credit Report at 1(800)322-8228, (ii) without charge on request made to the consumer reporting agency not later than the 60th day after the date on which the agency receives notice the consumer has been denied credit or employment, and (iii) for a minimal charge at any other time.

4 Southern Credit Repair will assist the Client in obtaining their credit reports if necessary at no additional charge. The Client understands when Southern Credit Repair obtains a copy of the Client's credit report an inquiry may be placed on the Client's credit report. In the event Southern Credit Repair and/or the Client are denied access to one or more of the Client's credit reports, the Client agrees, accepts and acknowledges that Southern Credit Repair will use the information in the credit report(s) available and develop the best strategy to investigate the inaccurate items in the credit reports that are not available.

5 The Client understands there are nonprofit Consumer Credit Counseling Services (CCCS) available. CCCS provides free, confidential budget counseling, community-wide education programs in money management, debt management programs for consumers who are overextended, and comprehensive housing counseling. You can reach Consumer Credit Counseling Service at 1(800)251-CCCS or 1(800)251-2227.

6 All notices and other communications hereunder shall be given in writing and shall be deemed to be duly given and effective: (i) upon receipt if delivered by electronic mail or facsimile, (ii) three days after deposit in the United States mail, and (iii) one day after deposit with a national overnight express delivery service. Either party may change the following contact information upon written notice to the other party. Notices shall be delivered or transmitted to:

Southern Credit Repair  
901 So. 1<sup>st</sup> St. East  
Haskell, TX 79521  
Phone: (214)995-3998

Facsimile: 1(800)948-0118  
Email: admin@southerncreditrepair.com

The above address is the principal place of business for Southern Credit Repair. The registered agent of Southern Credit Repair for service of process is Melinda Casey at 901 So. 1<sup>st</sup> St. East, Haskell, TX 79521.

7 The Client authorizes Southern Credit Repair, its employees and agents to prepare all necessary correspondence, either written or electronic, relating to Southern Credit Repair's services and to submit to Southern Credit Repair any additional information required to support those services. THE CLIENT AGREES TO FORWARD IMMEDIATELY TO SOUTHERN CREDIT REPAIR ALL CORRESPONDENCE FROM THE CREDIT BUREAUS, creditors or others relating to services provided by Southern Credit Repair. The Client understands that all information provided to Southern Credit Repair must be true and accurate to the best of the Client's knowledge.

8 In the event that the Client is utilizing Southern Credit Repair's services as part of the Client's dealings with a Mortgage Broker or Real Estate Agent, the Client authorizes the Mortgage Broker or Real Estate Agent to disclose the Client's financial history and credit report(s) to Southern Credit Repair and also authorizes Southern Credit Repair to disclose the Client's financial information and credit report(s) to said Mortgage Broker or Real Estate Agent.

9 If any provision of this Contract is held to be inapplicable or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with the other provisions remaining in full force and effect.

10 The Client agrees to defend, indemnify and hold Southern Credit Repair and its members, managers, employees and agents harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of Southern Credit Repair's provision of services to the Client under this Contract or the Client's breach of this Contract, except for claims, demands, actions, liabilities, costs or damages arising out of Southern Credit Repair's gross negligence or willful misconduct. The Client further agrees to pay Southern Credit Repair's reasonable attorneys' fees and costs arising from any actions or claims eligible for indemnification under this Contract.

11 This Contract is deemed to have been made and entered into exclusively in the State of Texas. This Contract and its enforcement shall be governed exclusively by the laws of the State of Texas, without regard to its conflict of law provisions. Any legal or equitable action concerning this Contract shall be initiated only in Dallas County, Texas; and, both parties agree that Dallas County, Texas shall be the sole and exclusive venue for resolving any disputes between the parties to this Contract.

12 This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

13 When submitting documents online, the Client agrees that his or her digital signature is equivalent to a handwritten signature as provided in The Federal E-Sign Act.

14 In the event of any claim or dispute between the Client and Southern Credit Repair arising from or relating to this Contract, or the enforceability or scope of this arbitration provision, or of any prior agreement, the Client and Southern Credit Repair must resolve the claim or dispute by binding arbitration.

IF A CLAIM OR DISPUTE IS TO BE ARBITRATED PURSUANT TO THIS CONTRACT, NEITHER THE CLIENT NOR SOUTHERN CREDIT REPAIR SHALL HAVE THE RIGHT TO LITIGATE THE CLAIM OR DISPUTE IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM OR DISPUTE. PRE HEARING DISCOVERY RIGHTS AND POST HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER THE CLIENT NOR SOUTHERN CREDIT REPAIR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CLIENTS OF SOUTHERN CREDIT REPAIR WITH RESPECT TO THEIR CONTRACTS WITH SOUTHERN CREDIT REPAIR, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

This Agreement involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act ("FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, JAMS or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at [www.jamsadr.com](http://www.jamsadr.com), toll free at 1(800)352-5267 or NAF at [www.arbforum.com](http://www.arbforum.com), toll free at 1(800)474-2371. The arbitrator's decision will be final and binding except for any appeal rights under the FAA.

This arbitration provision shall survive termination of this Contract, as well as voluntary payment in full by the Client and any legal proceedings by Southern Credit Repair to collect a debt owed by the Client.

In the event that Client fails or refuses to pay amounts properly due and owing, Southern Credit Repair may elect to proceed by way of collection action within the courts of proper jurisdiction, without the use of any arbitration. Further, should any court of competent jurisdiction determine that this arbitration clause is not enforceable, then the remainder of the terms and restrictions contained therein shall apply to said litigation. Under such circumstances and in the event of any such litigation, no jury trial shall be allowed to any party. To the extent allowable by law, the exclusive jurisdiction and forum for the resolution of any dispute shall be located within Dallas County, Texas, applying Texas law without regard to choice of law principles.

15 Southern Credit Repair cannot provide legal advice. Southern Credit Repair, its employees and agents are not attorneys and therefore are not authorized to give legal advice.

16 This Contract represents the final and entire agreement between the Client and Southern Credit Repair and shall supersede all other agreements between the parties regarding the subject matter hereof.

17 I acknowledge and attest that the information I, the Client, have provided to Southern Credit Repair is true and correct to the best of my knowledge and belief. Any material misstatements of fact made by the Client to Southern Credit Repair will, at Southern Credit Repair's option, relieve Southern Credit Repair of any further obligation to perform under the Contract.

#### **E. LIMITED POWER OF ATTORNEY:**

The Client, the undersigned, agrees by executing this Contract to grant a limited power of attorney to Southern Credit Repair, and any and all persons in their employ, as the Client's agent, to have the necessary power and authority to undertake and perform the services set forth in Section A. above on the Client's behalf. The Client hereby gives permission to Southern Credit Repair to sign the Client's name on all documents written or submitted electronically on the Client's behalf for the purpose of disputing inaccurate, erroneous and obsolete credit information held on the Client's report by the consumer credit reporting agencies. This limited power of attorney is given to Southern Credit Repair in compliance with section 611 of the Federal Fair Credit Reporting Act.

#### **F. REGISTRATION AND SURETY BOND**

Per Title 5, Texas Finance Code, Section 393.302, "A credit services organization or a representative of the organization may charge or receive from a consumer valuable consideration before completely performing all the services the organization has agreed to perform for the consumer only if the organization has obtained a surety bond for each of its locations or established and maintained a surety account for each of its locations in accordance with Subchapter E." Any "person damaged by a violation of this chapter" has the right to proceed against the surety bond or account. Southern Credit Repair has registered (#2006-0071) and obtained the proper

security bond (#510297) to operate as a Credit Repair Services Organization pursuant to Title 5, Texas Finance Code, Section 393.001 et seq. The surety bond in the amount of \$10,000 is issued by:

Aegis Security Insurance Company  
Ralf Rigo, Attorney-in-fact  
300 International Parkway, Suite 184  
Heathrow, FL 32746

BY SIGNING BELOW, I HEREBY ENTER INTO AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS CONTRACT. FURTHER, I ACKNOWLEDGE I HAVE READ THIS CONTRACT IN ITS ENTIRETY AND FULLY UNDERSTAND THE CONTENTS OF THE CONTRACT PRIOR TO SIGNING BELOW.

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

\_\_\_\_\_/\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

Spouse if applicable:

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Printed Name Date

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Signature Date

**-KEEP THIS COPY FOR YOUR RECORDS-**

### **Notice of Cancellation**

**You may cancel this contract, without any penalty or obligation, within three days after the date the contract is signed. If you cancel, any payment made by you under this contract will be returned within 10 days after the date of receipt by the seller of**

**your cancellation notice. To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or other written notice, to:**

**Southern Credit Repair at  
901 So. 1<sup>st</sup> St. East  
Haskell, TX 79521**

**not later than midnight on \_\_\_\_\_, the third day after the date the contract is signed.**

**I hereby cancel this transaction.**

\_\_\_\_\_/\_\_\_\_\_  
Printed Name / Date

\_\_\_\_\_/\_\_\_\_\_  
Signature / Date

**Spouse if applicable:**

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Printed Name / Date

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Signature / Date

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**I hereby cancel this transaction.**

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Printed Name Date

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**Spouse if applicable:**

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Printed Name Date

\_\_\_\_\_/\_\_\_\_\_  
Spouse's Signature Date