



Rosewood Credit Services, LLC | 3131 McKinney Ave., Ste. 600 Dallas, TX 75204 | 888.901.2938 support@rosewoodcredit.com

Client Obligations & Agreement. (Please initial next to each disclosure.)

- A. Client will return, along with signed agreement, a copy of his driver's license, social security card, and a recent Utility bill showing the correct mailing address (phone bill, gas bill, electric bill, etc.).
- B. Client agrees to assist COMPANY in obtaining initial and/or subsequent credit reports, with scores, from all three credit bureaus (Equifax aka CSC, Experian and Trans Union) upon request.
- C. Client agrees to maintain on-time monthly payments of their current credit obligations (i.e. – car loan, utility bills, mortgage payments, credit cards, etc.). Failure to maintain those payments will result in severe damage to the progress and improvements made by "Rosewood Credit Services, LLC" and will forfeit any guarantees under this Service Agreement. The addition of any new derogatory items to the credit file will also result in serious damage to our progress and in such instances, shall void any and all guarantees under this Service Agreement as well.
- D. Client agrees to contact our support department with any questions regarding their credit INCLUDING inquiries with regards to applying for new consumer credit.
- E. If Client was referred to "Rosewood Credit Services, LLC" by an affiliated Referral Partner, then Client hereby consents to data sharing of non-sensitive information concerning the progress of CLIENT's credit restoration process between COMPANY and said affiliate Referral Partner. CLIENT may revoke this consent at any time by written request.
- F. Client agrees to payment terms and conditions which is incorporated into this agreement.
- G. Client agrees to receive text messaging from the contact number provided.
- H. Client also agrees to forward all correspondences received regarding their credit file to "Rosewood Credit Services" as soon as they receive items from any of the three credit bureaus, Equifax (CSC Credit services for TX residents), Experian, and Trans Union.
- I. Client agrees that if the he fails to complete the payment schedule, any and all guarantees will be forfeited.
- J. Client understands this is a binding agreement and failure to make the arranged monthly payments can result in negative activity to client's credit file.
- K. Furthermore, client agrees to COMPANY's Guarantee Policy, which, in part, states the following: If Client's credit report does not improve after 6 months of service, then client will receive an additional 6 months free OR a full refund of all monthly service fees paid.
- L. This Agreement term is month-to-month from the date of execution. Either party may cancel at any time given written notice. However, CLIENT understands that since he is billed subsequent to services being rendered, then he may still have an outstanding balance after cancellation in which he agrees to pay right away.
- M. CLIENT hereby acknowledges his right to cancel this Agreement without penalty or obligation at any time before midnight of the 3rd business day after the date his Enrollment Fee has been received. (Please see the



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attached Notice of cancellation Form if your intent is to cancel within three (3) days of execution of this Agreement.)

Services:

COMPANY is responsible for ... (1) requesting (from Client) and reviewing his credit reports and scores, providing a complete audit of Client's credit reports as well as consulting with Client regarding his individual concerns, needs, and circumstances during Client's initial enrollment process ONLY; (2) making recommendations on repairing and rebuilding derogatory credit items and how to improve his credit scores; (3) drafting/preparing and sending disputes to the three major credit bureaus on Client's behalf and in Client's name; (4) contacting original creditor(s) and collection agencies to challenge and/or obtain verification/validation of alleged debt (if necessary); (5) regularly and consistently evaluating and following up on all disputes Client receives from the credit bureaus; (6) providing unlimited customer support as needed which consists of, but is not limited to, answering telephone support calls, answering email support tickets, maintaining accurate Client records, updating Client records, customizing and sending disputes, as well as other administrative tasks such as billing maintenance and collections; (7) electronically copying and filing all documentation necessary for use in challenging Client's credit reports; (8) taking all preventative measures possible to ensure the safety and security of all sensitive data stored by COMPANY; (9) periodically (every six months) reassessing Client's case/progress to determine the best next Plan of Action. Each of these said services, whether collectively OR individually, comprise of and define the term "Services Rendered" and thus, CLIENT will be billed as such.

Acknowledgments: COMPANY acknowledges that it will not make or advise Client to make any statements with respect to Client's credit worthiness, credit standing, or credit capacity that is false or misleading or that should be known, by the exercise of reasonable care, to be false or misleading to a Credit Reporting Agency or to a person who has extended credit to Client or to whom Client is applying for an extension of credit with and; (2) that COMPANY will not share any of Client's personal information with anyone except the parties listed in this Agreement of whose signature is provided, unless expressed written permission to do so has been provided by Client.

Timing: Because COMPANY is acting under Client's direction, COMPANY cannot accurately predict how long the credit restoration process will take. With any and all legally recognized delays notwithstanding, COMPANY will process its initial assessments and challenges within seven (7) business days of the date of initial enrollment completion, and – on average– is generally able to complete the restoration or improvement process within 6-9 months of its inception. However, the actual amount of time required to complete the process will depend greatly on how prompt the credit reporting agencies and other data furnishers are with responding to disputes, as well as how promptly Client forwards correspondence from the credit reporting agencies, collection agencies, and original creditors to



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COMPANY as well as the number of items found in the reports and/or in which can be properly and lawfully disputed. Therefore, COMPANY estimates that realistically, it can take as little as ninety (90) days and up to one (1) year or more to complete the restoration process, but Client may cancel this Agreement at any time. Time is of the essence under this Agreement.

CLIENT RESPONSIBILITIES AND ACKNOWLEDGMENTS

Responsibilities:

- a) CLIENT agrees to execute the Limited Power of Attorney attached hereto, to allow COMPANY and/or its designated staff and/or agent(s) to communicate and negotiate with the credit reporting agencies, creditors, and/or other data furnishers on behalf of Client;
- b) The credit bureaus, creditors, and other furnishers, in which COMPANY will be disputing with, will usually require proof of CLIENT's identity. Therefore, and for this purpose only, CLIENT agrees to provide COMPANY with proof of his identity, including but not limited to, a legible copy of his valid State Identification Card or Driver's License, a legible copy of his social security card, and a legible copy of a utility bill in his name (for proof of address), or any acceptable & approved alternative of these requested identity documents, in order that COMPANY may provide this proof to the appropriate parties during the dispute process;
- c) CLIENT agrees to forward all credit reports and any other relevant correspondence received from the credit bureaus, collection agencies, creditors, and/or other data furnishers within five (5) business days of receipt by CLIENT to COMPANY for review and processing and to avoid any costly delays in the restoration process;
- d) CLIENT agrees to immediately notify COMPANY if he does not receive any such correspondences within forty-five (45) days of sending such dispute challenges;
- e) The credit reports will be some of the most important correspondence received from the credit bureaus. Subsequent to COMPANY's dispute challenges, the bureaus SHOULD respond with new credit reports within 45 days. These reports will be sent to Client's mailing address and should list which items were challenged as well as the results of the disputed items submitted on client's behalf. Therefore CLIENT will be the first to see any deletions or improvements to his reports (with the exception of Equifax, in some cases) after COMPANY's challenges. That being said, CLIENT agrees to review any and all new and old derogatory credit information in the reports, as received from the credit bureaus, and to immediately notify COMPANY, within no more than five (5) business days of receipt, of any new or old items he identifies as inaccurate, misleading, or unverifiable;
- f) CLIENT agrees to communicate with the credit bureaus and other agencies/creditors through COMPANY's correspondences ONLY, and to allow COMPANY to perform any and all necessary disputes, as outlined in this Agreement, in order to maintain a consistent message;



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g) CLIENT also agrees to pay his monthly service fee on time, exactly as described and outlined in this Agreement, each subsequent month for services rendered to CLIENT's account the previous month;

h) Furthermore, CLIENT agrees that he WILL NOT apply for any type of credit (i.e., credit cards, home financing, automobile financing, personal loans, etc.) at any time during the credit restoration and improvement process unless specifically directed to do so by COMPANY.

i) And finally, CLIENT agrees to serve as a reference for COMPANY to other potential clients upon the completion of services outlined in this Agreement, and only within respect to reasonable limitations of Client's privacy and rights.

Acknowledgements:

a) CLIENT acknowledges that he intentionally and voluntarily sought out COMPANY, which is headquartered in the State of Texas, to perform the credit services identified and outlined here in this Agreement; CLIENT further acknowledges that he will be subject and bound to the CRO laws and statutes of the state in which COMPANY is headquartered;

b) CLIENT acknowledges that he is of legal age, at least 18 years old, and is fully competent of making responsible decisions that may affect his current and/or future credit and financial status;

c) CLIENT acknowledges that he has received, read, and understood a copy of the ... (1) 'Credit Repair and Consulting Contract'; (2) 'Customer Obligation Contract'; (3) 'Privacy Notice Form'; (4) 'Authorization to Release Information Form'; (5) 'Fair Credit Reporting Act Form' (6) 'Refund Policy Disclosure Form'; (7) 'Consumer Credit Protection Act Disclosure Statement Form'; and (8) 'Notice of Cancellation Form'

d) CLIENT acknowledges that COMPANY has informed him that he may not make any statements, nor will COMPANY make any statements which are untrue or misleading with respect to CLIENT's credit worthiness, credit standing, or credit capacity to any entity, including the credit reporting agencies, or any person;

e) CLIENT hereby testifies that all information provided to COMPANY shall be truthful, and CLIENT hereby agrees to indemnify and hold harmless, COMPANY, from any and all liability whatsoever that may arise based on the false, misleading, or inaccurate information provided by CLIENT to COMPANY;

f) CLIENT acknowledges that he fully understands his commitment to COMPANY and its service program;

g) CLIENT acknowledges that he also fully understands both the time and financial cost(s) involved in the services he will receive;

h) CLIENT acknowledges that any missed payments during the credit restoration and improvement process is grounds for automatic termination of this Agreement, at the sole discretion of COMPANY, and



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in this instance COMPANY will be released from any further obligations outlined in this Agreement and CLIENT will not receive any refunds that may have otherwise, been available;

i) CLIENT hereby give permission to COMPANY to obtain credit reports on his behalf to begin and/or to maintain the credit restoration and improvement process and if requested, CLIENT will do his best to assist in obtaining such reports;

j) CLIENT waives his rights to privacy of the information provided by the credit bureaus, creditors, and other furnishers of such relevant information, and empowers COMPANY to correspond directly with these agencies and/or their agent(s) or any sub-agencies operating in smaller rural areas, in CLIENT's name in order to obtain the credit file information and make disputes therein;

k) CLIENT understands that COMPANY will perform a complete credit report review and audit and provide CLIENT with a consultation regarding COMPANY's findings, at which point CLIENT's account will then be charged as "services rendered" for enrollment only;

l) CLIENT understands that any and all results obtained by COMPANY in its effort to restore and improve the credit report of CLIENT, shall be contingent upon a number of factors, including but not limited to, (1) the alleged balance in which creditors claim CLIENT owes and; (2) the credit bureaus', creditors', or other data furnishers' willingness to respond in a timely manner and/or ability to verify and/or validate information provided during the restoration and improvement process. Each credit reporting agency has 30-45 days to investigate;

m) CLIENT acknowledges that COMPANY will not be collecting any monies from him, to pay out to any agencies or persons, for any outstanding debts;

n) CLIENT acknowledges that there is no set duration for this Service Agreement. COMPANY will keep disputing until there is nothing left to dispute; thus, this Agreement will not expire automatically but CLIENT may cancel at any time;

o) CLIENT further acknowledges that the credit restoration and improvement process WILL automatically stop if he ceases to provide, within a reasonable time frame, any correspondences (including updated credit reports) from

p) the credit bureaus, creditors, and other furnishers to COMPANY, and/or if he fails to pay for services rendered on time each month, at which point COMPANY will have no further obligations under this Agreement and COMPANY may or may not, at its leisure, provide notice of such termination. No monthly service fees will be refunded.



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Payment Due Dates:

Enrollment fees are due immediately upon completion of CLIENT's initial enrollment consultation call. CLIENT's account will also be charged a service fee each month, subsequent to services rendered, and on the specific day chosen by CLIENT at the time of enrollment (either the 1st or the 15th of the month, unless otherwise approved). Accounts are automatically SUSPENDED for declined transactions or non-payment, at which point COMPANY will have no further obligations to CLIENT under this Agreement. All outstanding service fees MUST be made no later than five (5) calendar days after scheduled due date before CLIENT is subject to a \$30 late fee. All late fees, and/or other related fees are due immediately upon assessment.

3. Non-Payment: In the event CLIENT fails to make any payment(s) called for by this Agreement, CLIENT agrees to pay a \$30 late fee per account; the entirety of Rosewood Credit Services, LLC cost of collecting any unpaid balance, including third party collection fees; and reasonable attorney's fees as well. COMPANY may hire and/or sell CLIENT's account to a collection agency and this could reflect negatively on CLIENT's credit report.

MISCELLANEOUS

COMPANY has the right to change the terms and conditions of this Agreement, including and without limitation, its prices and fees, at any time and from time to time, with proper notice. Prior notice shall be deemed to have been mailed and received by CLIENT through postal mail or electronic submission, whichever format the Agreement was originally delivered to and accepted by CLIENT. In the event of such a change, CLIENT may cancel this Agreement for that reason, or for any reason whatsoever, within three (3) days of this notice without penalty or further obligation.

Entire Agreement:

This Agreement supersedes any and all prior agreements with respect to the subject matter hereof, either oral or in writing, and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof. Any modification of this Agreement will be effective only if it is in writing and executed by the parties.

Arbitration:

Any dispute, controversy or claim of any kind or nature which has arisen or may arise between the parties (including any dispute, controversy or claim relating to the validity of this arbitration clause), whether arising out of past, present, or future dealings between the parties, shall be governed by the Federal Arbitration Act and shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration proceedings shall be held at a principal location designated by COMPANY. Without limiting the generality of the foregoing, it is the



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intention of the parties to resolve by binding arbitration as provided herein, all past, present and future disputes, whether in tort, contract, or otherwise, concerning or related to results of credit restoration disputes to credit bureaus or other data furnishers; any adverse actions taken by creditors or collection agencies; any fault of either party by not following through with this Agreement; the validity of this Agreement; and any other dealings, business or otherwise, between the parties.

Pronouns, Singulars and Plurals: All pronouns, singulars, plurals and any variations thereof shall be deemed to refer to the masculine, feminine, neutral, singular or plural as the identity of the person and/or persons executing this Agreement.

Agreement Cancellation: You may cancel this contract without penalty or obligation at any time before midnight of the third (3rd) business day after the date your Enrollment Fee has been received. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.