



# American Credit

CREDIT REPAIR CENTERS

**TERMS AND CONDITIONS**

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1. This Agreement is made by and between the Applicant and American Credit. Applicant is an adult individual residing in one of the fifty states of the United States of America. American Credit is a non-profit corporation organized under the laws of the State of California, and having duly filed an application with the Internal Revenue Service, operates as a tax exempt organization pursuant to section 501(c)(3) of the Internal Revenue Code. This Agreement is not binding or effective until it has been received and accepted by American Credit.
2. This Agreement shall last until all inaccurate and unverifiable account information is deleted, or through the completion of not less than three (3) dispute cycles, ordinarily a period of six (6) months.
3. **Applicant agrees as follows:**
  - To provide American Credit copies of any and all correspondence received from the credit reporting agencies and creditors supplying information to those agencies, which relates to credit report entries that are subject to challenge and verification pursuant to this Agreement within ten (10) days of receipt thereof (failure to do so could result in the loss of Applicant's satisfaction guarantee).
  - While this Agreement is in effect, Applicant will not apply for any type of credit, including credit cards, car loans, or secured financing without written notification to, and consultation with, American Credit, at least seven (7) days prior to submitting the credit application.
  - Applicant understands that the credit reporting agencies have no obligation to remove accurate, verifiable information unless it is listed beyond that period of time in which it is lawful to report it.
  - Applicant understands American Credit cannot guarantee specific results due to the fact that all results obtained are dependent on a variety of factors, some of which are outside the control of American Credit, including Applicant's ability to repay creditors, the cooperation of Applicant's creditors, and the credit reporting agencies' ability to verify information provided to them by Applicant. Applicant understands that American Credit cannot guarantee any specific FICO score increase or that any one specific item will be removed from Applicant's report. **X\_\_\_\_ (initial here)**
4. **American Credit agrees as follows:**
  - Applicant's present credit report as reported by all of the three major credit reporting agencies will be evaluated in order to help identify potentially inaccurate, unverifiable and outdated information.
  - Applicant will be advised with regard to the actions necessary for Applicant to complete the dispute process.
  - Applicant will be provided with credit education information designed to assist Applicant in maintaining a positive credit profile after the credit repair & restoration process is complete.
5. **American Credit guarantees satisfaction.** Once Applicant has been enrolled and the account is set up, Applicant must continue working in good faith with American Credit for at least six (6) months. After six (6) months enrollment or three (3) dispute cycles, applicant may request a refund if applicant is not satisfied for any reason. Applicant will receive the full amount of his or her enrollment fee, less a two hundred twenty five dollar (\$225.00) processing fee and a one hundred fifty dollar (\$150.00) fee for each credit item removed or corrected per credit bureau while Applicant was enrolled.
6. Venue and jurisdiction for any and all disputes arising out of this enrollment shall be in District Court of Shasta County, California, and shall be governed in procedure and substance by the laws of the State of California, anything to the contrary (including conflict of law provisions) notwithstanding.

Please indicate your agreement and tell us where to send your materials by filling in these blanks:

Name \_\_\_\_\_ Signature X \_\_\_\_\_ Date \_\_\_\_\_

Mailing Address \_\_\_\_\_

# American Credit

CREDIT REPAIR CENTERS

STATE AND FEDERAL LAW

## CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW (PURSUANT TO CREDIT REPAIR ORGANIZATIONS ACT, 15 U.S.C. § 1679D)

YOU HAVE THE RIGHT TO DISPUTE INACCURATE INFORMATION IN YOUR CREDIT REPORT BY CONTACTING THE CREDIT BUREAU DIRECTLY. HOWEVER, NEITHER YOU NOR AND "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 THE 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 WITHING 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 THE 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 THREE (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.

APPLICANT PLEASE PRINT NAME \_\_\_\_\_

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

# American Credit

CREDIT REPAIR CENTERS

## LIMITED POWER OF ATTORNEY

### LIMITED POWER OF ATTORNEY

American Credit agrees to provide our services for you pursuant to the Program you have selected, we require your permission to **DRAFT, SIGN, and SEND LETTERS** to creditors and the credit bureaus on your behalf and **IN YOUR NAME** specifically addressing the items on your credit report that you have identified as inaccurate, misleading or unverifiable. **BY GRANTING AMERICAN CREDIT A LIMITED POWER OF ATTORNEY, YOU GIVE AMERICAN CREDIT AUTHORITY AND PERMISSION TO WRITE AND SEND LETTERS TO CREDITORS AND CREDIT BUREAUS ON YOUR BEHALF AND IN YOUR NAME.**

You, the Client, hereby agree to indemnify, defend and hold American Credit, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by You, the Client, of this Agreement, without limitation, including attorneys' fees and costs.

You understand and agree that dispute letters drafted, signed and mailed on your behalf and/or in your name by American Credit are proprietary to American Credit and will not be kept as part of your client file.

X

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



**NOTICE OF CANCELLATION**

**Notice of Cancellation**

**Applicant may cancel this contract, without any penalty or obligation at any time prior to midnight of the third (3<sup>rd</sup>) business day after this contract is signed by Applicant.**

To cancel this contract, mail or deliver a signed/dated copy of this cancellation notice, and or any other written notice to American Credit at 578 Washington Blvd. #672 Marina Del Rey, CA 90292 FAX: (310) 424-2973 before midnight on ( \_\_\_\_\_ ) date.

If the communication medium is United States Postal Service, the post mark on the envelope will be used as the date of termination.

I hereby cancel this transaction,

Date ( \_\_\_\_\_ )

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Applicant's Signature (Required)



**REQUIRED ITEMS LIST**

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## **PLEASE NOTICE!**

American Credit **CANNOT** PROCESS YOUR APPLICATION WITHOUT THE FOLLOWING COMPLETED ITEMS:

**1. Social Security Verification** (as required by the credit reporting agencies). **These are the Acceptable forms of verification. Include ONE of the following:**

- Photocopy of your Social Security Card
- Photocopy of your pay stub showing your full social security number
- Photocopy of your W-2
- Photocopy of Health Insurance Card showing your full social security number
- Military I.D.
- Military Form DD214

**2. Address Verification**

- Photocopy of a preprinted bill (utility, credit card, phone bill, bank statement etc..) with your name and current address where you reside.

**3. Identification Verification**

- Photocopy of any government issued picture I.D. (drivers license, I.D. card, passport, etc..)

**4. Completed & Signed Application per individual** (including your check, money order, CC#)