



# 8Fifty Specialists SERVICE AGREEMENT



This CLIENT SERVICE AGREEMENT (–Agreement) is made and effective on \_\_\_\_\_  
(date) by and between **8Fifty Specialists LLC** (–Company) and  
\_\_\_\_\_(–Client).

NOW, in consideration of the promises contained herein, the parties agree as follows:

1) **Definitions.**

As used herein, the following terms shall have the meanings set forth below:

"**Products**" shall mean the following Company's services to be sold by Company 2) **Terms and Conditions.**

Description of Service, –See Exhibit A

The specific services, warranties, payment terms, and total cost are set forth in the client disclosure statement incorporated herein for all purposes.

3) **Conflict of Interest.**

Client warrants to Company that it does not currently represent or promote any lines or products that compete with the Company's Products.

4) **Indemnification.**

a) **Indemnification by Client.** Client shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of Client.

b) **Indemnification by Company.** Company shall indemnify and hold Client free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of failure of Company to provide reasonable credit score increase within the allotted term.

5) **Product Availability.**

Under no circumstances shall Company be responsible to the Client or anyone else for its failure to fill accepted orders, or for its delay in filling accepted orders, when such failure or delay is due to strike, accident, labor trouble, acts of nature, war, civil disturbance, vendor problems or any cause beyond Company's reasonable control.

6) **Affiliate Service Provider.**

**The Company** has the option of fulfilling the credit services through a credit services processor or subcontractor, to best serve you.

7) **Term and Termination.**

a) **Term.** This Agreement shall continue as outlined in –Exhibit A unless terminated by company as provided herein. Thereafter, this Agreement shall continue until terminated by conditions provided within this agreement.

b) **Termination for Cause.** If either party default in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within thirty (30) days following such notice, the Agreement will be terminated.

8) **Limitation on Liability.**

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation or reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company.



# 8Fifty Specialists SERVICE AGREEMENT



9) **Confidentiality.**

Client acknowledges that by reason of its relationship to the Company hereunder it will have access to certain information and materials concerning Company's business plans, Clients, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Client agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company.

Company shall advise Client whether or not it considers any particular information or materials to be confidential.

10) **Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed according to the laws of the State of Montana.

11) **Entire Agreement.**

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the party to be charged.

12) **Notices.**

Any notices required or permitted by this Agreement shall be deemed given if sent by Certified mail, postage prepaid, e-mail, fax, return receipt requested or by recognized overnight delivery service: If to Company; At its principal place of business or if to Client, at the aforementioned address.

13) **Severability.**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

14) **Legal Expenses.**

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

15) **Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

16) **Client Obligations & Agreement.**

- a) Client will return, along with signed agreement, a copy of their driver's license, social security card, and a recent Utility bill showing the correct address (phone bill, gas bill, electric bill, etc.).
- b) Client agrees to keep a credit monitoring subscriptions for the duration of this contract. Both obtaining an initial credit report and keeping with a monthly credit monitoring subscription in good standing and credentials shared with the Company is required.
- 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 **8Fifty Specialists LLC** and will forfeit any warranties.
- d) Client agrees to payment terms and conditions as chosen in Exhibit A, which is incorporated into this agreement.
- e) Company warrantee shall be as stated in Exhibit C.
- f) If the Client fails to complete the payment schedule any and all refunds are forfeited. Warrantee shall be considered satisfied.
- g) 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.
- h) Client understands that results vary on a case-by-case basis and that **8Fifty Specialists LLC** provides a service and has no control over removal of negative items on the credit report. Only Credit Agencies have control over results.



## 8Fifty Specialists SERVICE AGREEMENT



- i) **'You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you. See the attached notice of cancellation form for an explanation of this right.**
- 17) Company Obligations & Agreement.
- A. **8Fifty Specialists LLC** shall, upon the start of agreement, provide instruction to the Client with regards to obtaining the Client's credit reports from all three credit-reporting agencies Equifax, Experian, and TransUnion via a Consumer Credit Monitoring service that updates consumer credit file data every 30 days.
  - B. **8Fifty Specialists LLC** shall also, within the course of 3 to 7 business days of receipt of agreement, setup the Client's online file access that will allow the Client to follow the progress of their services purchased. A unique login and password will be provided to the Client to access their file online the Client will be responsible for re-setting and securing their own password.
  - C. **8Fifty Specialists LLC** shall prepare challenges for items appearing on the Client's credit report, which the Client indicates are inaccurate, incomplete, obsolete, or may need verification as per the Fair Credit Reporting Act.
  - D. **8Fifty Specialists LLC** will submit transmittals of challenges, within 3 to 7 business days but not to exceed 10 business days, of receipt of credit information.
  - E. Each consecutive month of the monthly service agreement **8Fifty Specialists LLC** shall prepare all follow-up challenges, as per the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act and transmittal of the same.
  - F. Follow-up services will be fully performed by **8Fifty Specialists LLC** every 35 days not to exceed every 40 days.
  - G. The Client from time to time shall receive responses from the 3 credit bureaus, Equifax (CSC Credit Services for TX residents), Experian, & Trans Union, in response to the dispute process and shall keep these for their records, but do not need to send them back to **8Fifty Specialists LLC** to continue the process.
  - H. **8Fifty Specialists LLC** makes no other warranties aside from the warranties expressly written within this disclosure. No oral agreement or other agreement shall override this agreement unless received in writing from an authorized **8Fifty Specialists LLC** representative.
  - I. Attached Hereto, exhibit A, is the —Description of Service accepted by the Client and incorporated herein for all purposes.



## 8Fifty Specialists SERVICE AGREEMENT



**You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / 2020  
Client name

*Signature:* \_\_\_\_\_

8Fifty Specialists LLC

Specialists Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / 2020

*Signature:* \_\_\_\_\_



## 8Fifty Specialists SERVICE AGREEMENT



**8Fifty Specialists LLC**  
6595 Roswell Rd, GPMB 32349  
Atlanta Ga 30328

FAX:  
iwant850@usa.com

### 'Notice of Cancellation'

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you. If you cancel, any payment made by you under the contract will be returned within ten (10) business days after the date of receipt by 8Fifty Specialists LLC of your cancellation notice.

To cancel this contract, mail, fax, or deliver a signed dated copy of this cancellation notice or other written notice, to **8Fifty Specialists LLC** at above address.

I hereby cancel this transaction:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Client name

By: \_\_\_\_\_  
Client signature

**\*ONLY SIGN AND RETURN IF YOU INTEND ON CANCELLING SERVICE\***



## 8Fifty Specialists SERVICE AGREEMENT



**8Fifty Specialists LLC**  
6595 Roswell Rd, GPMB 32349  
Atlanta Ga 30328

FAX:  
iwant850@usa.com

### 'Notice of Cancellation'

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you. If you cancel, any payment made by you under the contract will be returned within ten (10) business days after the date of receipt by 8Fifty Specialists LLC of your cancellation notice.

To cancel this contract, mail, fax, or deliver a signed dated copy of this cancellation notice or other written notice, to **8Fifty Specialists LLC** at above address.

I hereby cancel this transaction:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Client name

By: \_\_\_\_\_  
Client signature

**\*ONLY SIGN AND RETURN IF YOU INTEND ON CANCELLING SERVICE\***



# 8Fifty Specialists SERVICE AGREEMENT



## EXHIBIT A – “Description of Service”

It is **8Fifty Specialists LLC** intention to service you for the term of the contract, however, should you cease payment under the terms of the agreement we will stop service until payment can be rendered. **8Fifty Specialists LLC** also reserves the right to collect any monies not yet paid under the terms of our agreement. You also agree that any remaining payments will be applied in accordance with our agreement, regardless of your default.

o **Setup Fee – \$25.00** A one-time Fee The following items are considered to be a complete list of the items included as part of the fee:

- Instruct the Client in obtaining a credit monitoring subscription for all 3 credit agencies reports and educational scores (Experian, Equifax, and Transunion).

o **Monthly Service Fee** - ☐ \$29.99 ☐ \$59.99 ☐ \$99.99 ☐ \$299.99 Consists of consecutive monthly installments for a minimum of three months.

**8Fifty Specialists LLC** will service the Client's account on a month-to-month basis. Each monthly service fee is for services rendered during the previous 30 days. You may cancel your service any time, but you may still owe for work performed prior to cancellation.

The Following items are examples of the actions, and/or products that define our monthly services. Our Monthly fees are only collected after completion of one or more items as indicated below which would define our "Services".

- Create and Send Dispute Letters to either the Credit Reporting Agencies and/or Creditors (max three Creditor letters per dispute round)
- Monthly analysis and review of Clients credit file
- Update Client file online with most recent credit reports, scores updates and or notes as long as client retains an approved credit monitoring service
- **8Fifty Specialists LLC** shall prepare challenges for items appearing on the Client's credit report, which may be inaccurate, incomplete, obsolete, or may need verification as per the Fair Credit Reporting Act.
- **8Fifty Specialists LLC** will submit transmittals of challenges, within 3 to 7 business days but not to exceed 10 business days, of receipt of credit information.
- Each consecutive month of the monthly service agreement **8Fifty Specialists LLC** shall prepare all follow-up challenges, as per the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act and transmittal of the same.
- Follow-up services will be fully performed by **8Fifty Specialists LLC** every 35 days not to exceed every 40 days.
- **8Fifty Specialists LLC** makes no other warranties aside from the warranties expressly written within this disclosure. No oral agreement or other agreement shall override this agreement unless received in writing from an authorized **8Fifty Specialists LLC** representative.
- During your free trial you will receive a Consultation, Counseling, and a Plan created that suits your specific needs. This contract must be signed giving us permission to provide you services, nothing can be done until the contract is signed giving us full access to move forward. Once your free trial is up you are required to pay for services rendered in full. **8Fifty Specialists** will continue providing services throughout your 30-day plan, with a suggested three month minimum of services. We provide a Money Back Guarantee and you are able to cancel at any time. Refunds are made only if you show zero positive results from the services we provided. If there are no positive results and we are unable to resolve this, we will then send you a full refund for all monies paid towards services rendered within 30 days of your cancellation notice. You are agreeing for **8Fifty Specialists** to direct withdraw (CC or ACH) each month for three months when you sign up for our plans.



# 8Fifty Specialists SERVICE AGREEMENT



## EXHIBIT B - Limited Power of Attorney

This form is a limited power of attorney and will be used for the sole purpose of helping with the restoration of your credit. This does not give us full power of attorney over any of your other affairs.

I, **(Client NAME)**, a resident of the State of **(Client State)** give **8Fifty Specialists LLC** its officers, employees and agents, the necessary power and authority, in and on my behalf, to act as my attorney-in-fact in order to undertake and perform the following matters only as set forth herein: obtaining information, including but not limited to credit reports in my name, over the telephone, fax, and internet, through written or online correspondence from credit bureaus, creditors, or collection agencies.

If negotiation of a debt is necessary I give **8Fifty Specialists LLC**, its officers, employees and agents the right to discuss information to help resolve a debt. I hereby authorize **8Fifty Specialists LLC**, its officers, employees and agent's this release or copy thereof within 12 months of this date to obtain any information in my credit report that may involve medical records and/or credit records.

I hereby direct said record holder authorization to release any requested information upon the presentation of this Limited Power of Attorney. I hereby release the bearer of this authorization as well as the recipient, including but not limited to, the Custodian of such records, Repository of the Court Records, Credit Bureaus (TransUnion, Equifax, Experian, Innovis, Chexsystems), consumer reporting agencies, retail business establishments, lending institutions, student loan agencies (public and/or private), from liability including whatever kind which may at any time result to me, my heirs, family or associates, because of compliance with this authorization to release information, or any attempt to comply with it.

I have the right to revoke or terminate this Limited Power of Attorney at any time. This Limited Power of Attorney shall terminate **(12)** months from the date of execution set forth below. My attorney-in-fact shall not be liable for any acts or decisions made in good faith and pursuant to the terms herein. All issues pertaining to validity, interpretation, and administration of this Limited Power of Attorney shall be determined in accordance with the laws of Montana.

**It is agreed that this Limited Power of Attorney has been signed prior to the execution of the Contractual Agreement between the parties.**

By: \_\_\_\_\_  
Client name

By: \_\_\_\_\_  
Client signature

Date: 3/24/2020





# 8Fifty Specialists SERVICE AGREEMENT



## EXHIBIT C – “8Fifty Specialists LLC 90 Day Money Back Guarantee”

### 8Fifty Specialists LLC 90 Day Money Back Guarantee

**If we are not able to provide successful Score enhancement you will receive a 100% refund of all of your monthly service fees paid.**

**We promise to do everything possible to maximize the probability of outstanding results.**

### OUR PRIVACY POLICY

1. The types of personal information we collect and share depend on the product or service you have with us. This information can include: Specific product or service needs, Social Security Numbers, Credit Profile, Address & Payment Information
2. All financial companies need to share personal information to run their everyday business. In the section below, we list the reasons financial companies can share their personal information; the reasons chooses to share; and whether you can limit this sharing

Reasons we can share your info	Do we share your info?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes, we share your info with necessary parties to help facilitate the products and services that you have contracted for.	No
For our marketing purposes— to offer our products and services to you.	We share your info with vendors that assist us in offering various opportunities to you.	Yes, you can opt out of receiving any marketing from us for any products other than the products or service you have contracted for.
For joint marketing with other financial companies.	We occasionally share information with other financial and nonfinancial entities	Yes, you can opt out of any non-essential sharing with third parties.
For our affiliates’ everyday business purposes— information about your	Yes, we share your info with affiliated parties to	Yes, you can opt out of any non-essential sharing with
transactions and experiences.	help facilitate your goals	third parties.
For our affiliates’ everyday business purposes— information about your creditworthiness.	Yes, we share your info with affiliated parties to help facilitate your goals	Yes, you can opt out of any non-essential sharing with third parties.

*Please note if you are a new Client we can begin sharing your information from the date we sent this notice. When you are no longer our Client, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.*