

# CREDIT REPAIR SERVICE AGREEMENT

THIS CREDIT REPAIR SERVICE AGREEMENT (the "Agreement") is dated this 20 day of August, 2020.

## **CLIENT**

Client printed and signed  
herein (also referred to as "You", "your", "his/hers",  
"him/her", "he/she"), an individual who has  
voluntarily sought  
out COMPANY and who desires to utilize  
COMPANY's services, and who is willing to provide  
payment to COMPANY, as  
set forth herein, in exchange for services rendered  
as outlined in this Agreement.  
  
(the "Client")

## **CONTRACTOR**

Invest In YOU Financial & Credit Consulting  
LLC  
13 North Washington Ypsilanti MI, 48197  
  
(the "COMPANY")  
  
Invest In YOU Financial & Credit Consulting LLC,  
(hereinafter also referred to as "COMPANY", "we",  
"us", "our"), and in which is a credit restoration  
company specializing in credit report auditing,  
credit consulting, and dispute resolution /  
restoration services;

## **BACKGROUND**

- A. The Client is of the opinion that the Company has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Company is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Company (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## **SERVICES PROVIDED**

1. The Client hereby agrees to engage the Company to provide the Client with the following services (the "Services"):
2. 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 in which 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, sending case update notifications as received, 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.;

3.
  - 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 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.
  - Guarantees: By law, COMPANY cannot guarantee any specific outcome for the use of its services. Because each case has so many factors, making such a guarantee would be improper and misleading. No Credit Services  
Organization or person can honestly guarantee that they can control what the credit bureaus', original creditors', or other data furnishers' responses to a client's disputes will be. However, that being said, COMPANY is more likely to assist with removing at least one (1) derogatory, inaccurate item from Client's credit file. And COMPANY will use its best efforts and resources to improve Client's credit file in order to receive the best possible outcome and as quickly as possible.

If after six (6) months from the date of execution of this Agreement, the use of COMPANY's services does not result in the removal of ANY inaccurate, unverifiable, misleading, or obsolete information from CLIENT's credit reports, then COMPANY will provide either 1) a full refund of all monthly service fees or 2) an additional six (6) months of services to CLIENT free of charge but not both..

4. The Services will also include any other tasks which the Parties may agree on. The Company hereby agrees to provide such Services to the Client.

## **TERM OF AGREEMENT**

5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
6. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide three days' written notice to the other Party.
7. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
8. This Agreement may be terminated at any time by mutual agreement of the Parties.
9. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

## **PERFORMANCE**

10. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

11. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

12. The Company will charge the Client for the Services as follows (the "Compensation"):
  - **PAYMENTS & BILLING**
    1. Chosen Service Plan, Enrollment Funds Due, and Monthly Service Fee:  
Invest in YOU Financial & Credit Consulting LLC only charges for services previously rendered. Therefore, CLIENT promises to pay Invest in YOU Financial & Credit Consulting LLC for the services rendered as defined in Section 1.1 of this Agreement; and for the amounts stated in the Acceptance of Service section; and also in accordance with the terms of Section 3 of this Agreement. By default, and unless otherwise noted, Invest in YOU Financial & Credit Consulting LLC automatically drafts payments on an automated recurring basis each month for the monthly

service fee, where applicable, in accordance with CLIENT's Acceptance of Service acknowledgement. Therefore, and unless otherwise noted, by signing this Agreement, CLIENT authorizes COMPANY to automatically draft payment for services rendered, including but not limited to late fees, collection fees, and/or other services such as Audit-Only service fees, in accordance with this Agreement, to the payment method provided to Invest in YOU Financial & Credit Consulting LLC either at the time CLIENT's case was created or to that of which has been most recently updated on file. CLIENT further agrees to maintain current, valid payment information on record with Invest in YOU Financial & Credit Consulting LLC at all times and to update his payment information as changes occur or is otherwise necessary.

#### 2. 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) and as specified in the Acceptance of Service section of this Agreement.

Unless prior payment arrangements have been made, all service fees are due and automatically drafted as scheduled on CLIENT's selected due date.

Payment arrangements must be made by 3PM (EST) at least two (2) days before CLIENT's due date. Accounts are automatically SUSPENDED for declined transactions, 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 Invest in YOU Financial & Credit Consulting 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.

#### 4. Refund:

If, after six (6) months of service, COMPANY fails to help CLIENT remove/correct ANY inaccurate, unverifiable, misleading, or obsolete data from CLIENT's credit file, then CLIENT may request a full refund of all monthly service fees paid, granted such results are in no way due to the non-cooperation or breach of contract on CLIENT's behalf which may have either delayed or completely crippled CLIENT's progress; AND also granted that it has been proven that such results are, either in whole or in part, due to the negligence of Invest in YOU Financial & Credit Consulting LLC CLIENT must complete a full six (6) months of service in order to qualify for this service guarantee refund and must also allow a minimum of two (2) weeks for COMPANY to complete a thorough investigation into CLIENT's claim. CLIENT is also entitled to a full month's credit of his monthly service fee in the event COMPANY fails to perform said services as outlined under Section 1.1 of this Agreement. If CLIENT has not yet paid his service fee for that month, he will receive a credit to his account for the monthly service fee. If he has already paid his monthly service fee, he will receive a credit to account on the following monthly invoice. However,

COMPANY will not provide refunds of any service fees charged to CLIENT's account subsequent to services being rendered.

5. Billing:

- a) CLIENT hereby authorizes Invest in YOU Financial & Credit Consulting LLC to bill him as described in Section 3 and in accordance with this Agreement. CLIENT acknowledges that charges on CLIENT's statement may show up as Invest in YOU Financial & Credit Consulting LLC
- b) CLIENT agrees that if there is a billing discrepancy, CLIENT will contact Invest in YOU Financial & Credit Consulting LLC to resolve any issue and that CLIENT will not contact his credit card company or bank to dispute the charge(s) without first notifying and contacting Invest in YOU Financial & Credit Consulting LLC and attempting to resolve the issue with COMPANY.
- c) CLIENT is responsible for all bank fees that are related to NSF, charge-backs, stop payments and related fees as well as all collections on his account. In addition, CLIENT will also be responsible for all applicable attorney fees, collection fees, and additional late fees and/or interest associated with collecting on the account.
- d) All fees earned prior to completion, cancellation, or termination of this Agreement will be billed and payable to Invest in YOU Financial & Credit Consulting LLC in accordance with the terms in this Agreement. All payments are due on CLIENT's selected due date. If payment is not received, and payment arrangements have not been made, by 3PM (EST) within five (5) calendar days after payment is due, then a \$30.00 late fee will automatically be applied to CLIENT's account. If still not received within one (1) week after that, CLIENT's account will be CANCELLED. If this payment, in addition to any applicable late fees, still haven't been received within one (1) month after that, CLIENT's account will be permanently TERMINATED and sold to a third party collection agency. Furthermore, if CLIENT's account is terminated, then CLIENT grants COMPANY the right to retract any disputes submitted on CLIENT's behalf so that any improvements made to CLIENT's credit reports may be reversed.
- e) If any form of payment that CLIENT supplies is non-collectible for any reason whatsoever, Invest in YOU Financial & Credit Consulting LLC reserves the right to assess CLIENT with an additional \$35.00 dishonored payment fee.

13. Invoices submitted by the Company to the Client are due within 30 days of receipt.
14. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Company will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Company.
15. The Company will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **CONFIDENTIALITY**

16. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in

the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

17. The Company agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Company has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
18. All written and oral information and material disclosed or provided by the Client to the Company under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Company.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

19. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Company. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
20. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Company.

### **RETURN OF PROPERTY**

21. Upon the expiration or termination of this Agreement, the Company will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **CAPACITY/INDEPENDENT CONTRACTOR**

22. In providing the Services under this Agreement it is expressly agreed that the Company is acting as an independent contractor and not as an employee. The Company and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Company during the Term. The Company is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

### **RIGHT OF SUBSTITUTION**

23. Except as otherwise provided in this Agreement, the Company may, at the Company's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Company under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
24. In the event that the Company hires a sub-contractor:
  - the Company will pay the sub-contractor for its services and the Compensation will remain



payable by the Client to the Company.

- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Company.

## **AUTONOMY**

25. Except as otherwise provided in this Agreement, the Company will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Company will work autonomously and not at the direction of the Client. However, the Company will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

26. Except as otherwise provided in this Agreement, the Company will provide at the Company's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

27. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

28. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

29.

- a. Invest In YOU Financial & Credit Consulting LLC  
13 North Washington Ypsilanti MI, 48197

## **INDEMNIFICATION**

30. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and

permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **ADDITIONAL CLAUSE**

### **31. 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 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, neuter, 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.

## **MODIFICATION OF AGREEMENT**

- 32.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

- 33.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a



waiver of this provision.

## **ASSIGNMENT**

34. The Company will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

35. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

36. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

37. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

38. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

39. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

## **SEVERABILITY**

40. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **WAIVER**

41. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
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