

Thank you for enrolling in the Truly Fair Credit Program of Total Credit Repair, to get started you will need to read and follow the instructions below. Please read the entire welcome packet as it contains important information about your account!

### **You will need to send the following to Truly Fair Credit**

- Credit report
- Enrollment form (Page 6)
- 2 Forms of proof of address
- Proof of social security number

You can fax your documents to (480) 240-9304 or email to [customer care@trulyfaircredit.com](mailto:customer care@trulyfaircredit.com)

### **Brief Overview**

#### **Credit Reports:**

If we do not already have your credit reports; you will either need to order them, and send them to our office as soon as you receive them, or if you already have them, please forward them to us. We cannot start working on repairing your credit until after we receive your credit reports from you. You can order your reports from this link if you need to: [www.FicoScoreOnline.com](http://www.FicoScoreOnline.com). Or [www.AnnualCreditReport.com](http://www.AnnualCreditReport.com). Or you can even go to [www.identitymonitor.citi.com](http://www.identitymonitor.citi.com) (will have to pay \$1 to enroll but can cancel after a couple of days)

#### **Address Verification:**

If we do not already have your current mailing address verification; we will need two proofs of current mailing address from each client. This can be your Driver's License, if it has your current mailing address on it and an electric bill, for example. If you do not have your Social Security Card please include some document or statement with your number pre-printed on it. Make sure your documents do not have an old address on them. **Each item must have your correct name and current mailing address pre-printed on it.**

#### **Recommended Things To Do:**

Mark on your calendar the date you sent us your credit reports and address verification. Go forward in your calendar 60 days, mark that day as the day to receive updated reports. If you do not receive any notification within this time period, it is your responsibility to let us know so we can take appropriate action. **Not doing this will jeopardize the guarantee of this program.**

#### **What To Expect:**

Over the next several months here is what you can expect: about two to three weeks after we receive your credit files, you will receive a "thank you" letter from each Credit Reporting Agencies (CRA); don't worry if you don't get one from each of them, not everyone does. Sometimes they also send "Anti-Credit Repair" letters, please do not worry about these letters.

Remember they do not want you to repair your credit, it is going to cost them time and money and then they will ultimately lose money! We do, however, need you to keep of all the letters you receive from the three CRAs referring to when updated reports would arrive, we may need these items at a later date. If you get any kind of letter from them and you want to call the office or fax it to us, that will be fine. If they ask you to call or mail them anything, **do not do it!** It is their responsibility to verify the information; **you do not have to provide them with anything, except address verification. If they request additional address verification or a copy of your SS Card, please forward it to them as quickly as possible.**

After an additional 45 days, if you have not received a report from all of the agencies, email or call the office and we will send a demand letter to that company. When you have all three updated reports, please make a copy and send it to us. Please do not fax updated reports to the office. They will not make it in and will be unusable.

Once you receive all responses and they are sent into the office, we will cross reference each response with each other and formulate what our next step will be. We will schedule your next step, and once it is sent off you will wait 45 days again for the bureaus to respond. This process will repeat itself.

#### A Word Of Warning:

The CRAs do not like credit repair at all, it makes their job harder, they make no profit from it, and it makes them look bad to their subscribers. CRAs make money every time a credit file is pulled, and “bad credit” reports get pulled 70% more than “good credit” reports. As such they don’t want you to fix your credit score and will try to deter you by sending out warnings about credit repair companies.

You must keep paying all the bills you are currently paying on in a timely manner! Do not start paying old collection accounts; contact us if you receive anything on an old debt. If you are currently making payment to a collections agency, please notify us. Do not contact the credit bureaus without our consent. Doing so will jeopardize the guarantee of this program and can result in account cancellation.

Every month that you are in the program we are going to send multiple dispute letters to each of your creditors as well as the credit bureaus themselves. The success of the program depends on many factors, such as: what kinds of accounts you have, who the creditors are, the age and status of the accounts, the bureau analyst assigned at the bureau/creditor, previous credit repair efforts, and **how responsive you are in getting us the bureau responses.** Severely damaged credit and those with major derogatory accounts (bankruptcy/foreclosure/judgment) should be aware that it can take longer (6 months or more) to remove from all 3 of the bureaus.

Thank you,

The staff of Truly Fair Credit

**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'

#### **General Terms and Conditions:**

**A.** This Credit Repair Service Contract between TRULY FAIR CREDIT and the undersigned "Client" (refers to both in case of a couple) is for the purpose of purchasing credit report repair and improvement services (the "Services"). The Services will include preparation of correspondence to credit bureaus to request removal of errors, misrepresentations, or unverifiable information, which the Client states appears on the credit reports which the Client has furnished TRULY FAIR CREDIT. This is not a debt consolidation

or bill payment program. Federal law requires that any unverifiable, outdated or erroneous information must be removed from consumer credit reports by reporting agencies. TRULY FAIR CREDIT agrees to use its best efforts to provide the Services, and will perform them in accordance with federal and state laws.

**B.** The Client understands that there will be an initial Setup and Analysis equal to your enrollment fee listed below. After the initial setup has been completed, TRULY FAIR CREDIT will audit the Client's credit reports and develop a plan to delete, correct or change inaccurate, unverifiable and obsolete items under current federal and state law during this contract. After each month's services have been fully performed, client will be billed. Client understands and agrees that after a month of services has been fully performed, fees will be charged as described in "Payment Options" at the end of this agreement. This process will continue until Client cancels service. The Client understands that the monthly fee includes the continuing analysis/audit of up to three credit bureau reports (per client, up to six for couples), all correspondence associated with the credit improvement process, the review for changes requested by the Client to the Client's credit reports as a result of contacts made on the Client's behalf with each applicable credit bureau, creditor or public record holder, phone consultations with client and the continuing planning and creation of documents for the purpose of credit report improvement.

**C. Non Payment.** If any form of payment you supply is uncollectible for any reason, TRULY FAIR CREDIT may charge you a dishonored payment fee of \$30.00. The Member will agree not to close the bank account that TRULY FAIR CREDIT is authorized to withdraw payments from. Should the Member be required to change the authorized bank account, you must notify TRULY FAIR CREDIT immediately and complete a new Electric Payment authorization, as any interruption in the payment of our fees will require TRULY FAIR CREDIT to discontinue your service agreement. The resulting actions undertaken by the credit card companies, collection agencies, and/or law firms against the client will not be the responsibility of TRULY FAIR CREDIT

**D. Credit Application.** The client shall not apply for any type of credit until they have completed the process. If the client fails to comply with our expressed request and applies for any credit and is denied, we cannot be held responsible for additional negative remarks and the direct influence this might have on your credit score.

**E.** The Client agrees to send, via mail, all credit reports and/or correspondence received from credit bureaus and/or creditors to TRULY FAIR CREDIT within five (5) days after the date received to guarantee the success of this program. If the Client has not received any credit reports or correspondence from the credit bureaus within 60 days after the date of the initial Credit Report Analysis/Audit, the Client must notify TRULY FAIR CREDIT so appropriate measures can be taken. Non compliance can result in termination of account.

**F.** By executing this Contract to obtain TRULY FAIR CREDIT Services, Client grants TRULY FAIR CREDIT during the term of this Contract, a limited power of attorney, by and through its authorized representatives, to: 1) use the Customer Information that the Client provides in order to obtain from credit bureaus, creditors, collection agencies and other holders of records of Client's credit reports, Client's credit history or other creditor information for the Services; 2) sign correspondence to the record holders; 3) use Client's name to sign correspondence addressed to creditors; 4) obtain credit information over the telephone, fax, and or through the internet from record holders; 5) to discuss information with any record holders to help resolve a debt if mediation of a debt is necessary. TRULY FAIR CREDIT acknowledges that its Authorized Representatives have been alerted to the sensitivity of the Customer Information. As such, TRULY FAIR CREDIT will use its best efforts to ensure that Customer Information will be handled in a responsible and professional manner. The Customer shall have the right to revoke or terminate the limited power of attorney provided under this Contract at any time upon written notice to TRULY FAIR CREDIT. Otherwise, the limited power of attorney shall terminate upon termination of this Contract. All questions pertaining to validity, interpretation and administration of this Contract shall be determined in accordance with the laws of California. Client agrees that Client's limited power of attorney is valid throughout the United States for all Customer Information to be obtained by TRULY FAIR CREDIT pursuant to this Contract by the binding and enforceable signatures set forth below. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**G. Money Back Guarantee/Cancellation.** This agreement may be canceled by either party without any penalty or further obligation at any time. If you have been with us for 6 months, and you have forwarded credit reports every sixty days and complied with the commitments to the service, and we have not been able to improve your credit file by removing any derogatory items from your account, we will gladly offer you a full refund of this service. Truly Fair Credit agrees to improve client's credit picture of inaccurate, unverifiable and incomplete items during the term of their program, in accordance with the terms of this Agreement. If Client is unsatisfied with the results and Client has been with Truly Fair Credit for a minimum of one year, and Client has fulfilled all of the following requirements: (a) forwarded credit bureau responses within 5 days of receipt, (b) did not engage in any credit repair efforts before the date of this contract, (c) has had no payment issues, (d) complied 100% with the commitments to the service, and (e) has not

had any improvement to Client's credit report by removing 50% or more of derogatory items from Client's account, Truly Fair Credit will base refund on payments made to Truly Fair Credit less \$75 per deleted item upon Client's written request. This request must be made within 14 days of receipt of the Notice of Cancellation form. Client understands that the results obtained by Truly Fair Credit on behalf of Client are dependent on numerous factors, including but not limited to Client's ability to repay debts and loans, cooperation of Client's creditors, and credit bureaus ability to verify information provided to them by Truly Fair Credit on behalf of Client.

H. I, the client, understand that with proper information I could undertake the same or similar techniques to repair my own credit and as choosing to hire this Services Provider to undertake the services outlined in this agreement without duress or provocation. Client agrees to hold TRULY FAIR CREDIT and its employees, officers, directors, agents and representatives harmless from any claim, suit action or demand made by any of my creditors or any other person which may arise from the action(s) taken by my creditors in connection with any services rendered by TRULY FAIR CREDIT on my behalf. In the event TRULY FAIR CREDIT engages in collection efforts, client will be required to reimburse TRULY FAIR CREDIT for out-of-pocket expenses as the result of such efforts.

### Enrollment Form

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#### Application

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_/\_\_\_/\_\_\_ SS# \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

**Plans**

\_\_\_ Individual

\_\_\_ Couple

Enrolment fee: \$199

Enrollment fee: \$299

Monthly fee: \$97

Monthly fee: \$197

**Payment Method**

Card number \_\_\_\_\_

Billing Address \_\_\_\_\_

Name on Card \_\_\_\_\_

Expiration \_\_\_/\_\_\_/\_\_\_

CSV Code on Back \_\_\_\_\_

\*\* Upon choosing a payment plan I hereby authorize TRULY FAIR CREDIT auto deduct/ draft/ charge card for my monthly payments on the monthly anniversary of this contract (i.e., 01/06/02, 02/06/02, 03/06/02, 04/06/02). I understand this is an installment pay plan and not a subscription (i.e..fees are still due if you fail to continue in the program)

_____	_____	_____	_____
1) Signature	Date	2) Signature	Date

**You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.**

**NOTICE OF CANCELLATION**

You may cancel this contract, without any penalty or obligation, within 3 days from the date the contract is signed. If you cancel any payment made by you under this contract, TRULY FAIR CREDIT will return it within 10 days following receipt of your cancellation notice.

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

*TRULY FAIR CREDIT*  
6613 E. Belleview St

*Scottsdale, AZ, 85257*

No later than midnight on: 3rd day after enrollment I hereby cancel this transaction on: \_\_\_\_\_(date)

\_\_\_\_\_  
Purchaser's Signature