

## **Vision Global Capital**

### **Credit Repair Service Terms and Conditions**

This Client Services Agreement (this "Agreement"), by and between the undersigned (the "Client") and Vision Global Capital, LLC, a Missouri Limited Liability Company ("Vision"), is effective as of the date that this Agreement is accepted and executed by an officer of Vision in Kansas City, Missouri, as set forth on the signature page hereof (the "Effective Date").

WHEREAS, the Client and Vision wish to enter into an agreement under which Vision will provide certain Credit related services to the Client.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

#### **Term and Termination.**

**Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of six (6) months thereafter (the "Term") unless earlier terminated pursuant to Sections 1(b) or 1(c) below.

**Termination by the Client.** The Client may terminate this Agreement before the end of the Term at any time, for any reason or no reason, by providing written notice of termination to Vision.

**Termination by Vision Upon Default.** The Client will be in default under this Agreement if he or she does not pay any sum when due or breaches any other provision of this Agreement. Vision has the right to discontinue services and/or terminate this Agreement without prior notice if the Client defaults under this Agreement.

**Termination Date.** In the case of an early termination of this Agreement pursuant to this Section 1, the Agreement will be terminated, in the case of a termination of the Agreement by the Client under Section 1(b), as of the date Vision receives the notice of termination, and in the case of a termination by Vision pursuant to Section 1(c), as of the date Vision elects to terminate this Agreement (each, a "Termination Date"). Fees for services performed before the Termination Date will be determined and billed in accordance with Section 3 below.

#### **Services.**

**Initial Setup.** Upon receipt of this executed Agreement from the Client, Vision will perform the following setup and related services (the "Initial Setup"): (i) set-up of the Clients profile, and (ii)

the provision of informational materials to the Client, including instructions on obtaining credit reports, (iii) assist with disputing with the credit bureaus and/or clients creditors in attempt to correct or remove any inaccurate or erroneous derogatory items indicated by client, (iiii) assist and/or consult with client to possibly add additional positive credit to client's credit reports and/or establish new credit.

### **Fees and Billing.**

**Billing and Payment.** The Client will be billed for the six month Membership Fee on the day it becomes due and payable. Vision requires at least three (3) business days notice prior to the Client's Billing Date in order to change the Client's billing information or method of payment. Invoices confirming that the fees have been charged to the Client shall be emailed, mailed or given to the Client on the Billing Date unless otherwise requested in writing by the Client.

**Client Responsibilities.** The Client agrees to provide Vision with any and all information, in a timely manner, needed to facilitate the services to be provided to the Client. The Client authorizes Vision, its employees and agents to prepare all necessary correspondence, either written or electronic, relating to services and to submit to Vision any additional information legally required to support those services. The Client agrees to forward immediately to Vision all correspondence from the credit bureaus, creditors or others relating to services provided by Vision. The Client understands that all information provided to Vision must be true and accurate to the best of the Client's knowledge.

The Client agrees that Vision is not obligated to request verification or clarification of a disputed item from a credit bureau unless Vision has been provided with a properly completed Dispute Verification Form, in the form attached as Exhibit B. The Client agrees to complete the Dispute Verification Form to the best of his or her knowledge. The Client must return the Dispute Verification Form to Vision along with a copy of the Client's current credit report clearly marked to show items that are inaccurate or obsolete and the changes necessary to correct them. Based on the representations of the Client, Vision will request verification or clarification of all obsolete or inaccurate information with each applicable credit bureau. The Client understands that Vision does not provide debt negotiation services nor do Vision's services in any way affect any legitimate debts or payments owed to third parties by the the Client.

**Disclaimer of Guarantee or Warranty,** Vision agrees only to perform the services specifically described in Section 2 above. Vision does not represent or warrant that it will achieve specific results for the Client. Vision does not represent or guarantee that the Clients credit report or score will be affected by the services provided by Vision or that the Client will receive new credit or loans, credit cards or mortgages as a result of Vision's services.

### **Notices.**

All notices and other communications hereunder shall be given in writing and shall be deemed to

be duly given and effective: (i) upon receipt if delivered by electronic mail or facsimile, (ii) three days after deposit in the United States mail, and (iii) one day after deposit with a national overnight express delivery service. Either party may change the following contact information upon written notice to the other party.

Notices shall be delivered or transmitted to:

Vision Global Capital  
6320 Brookside Plaza,  
Kansas City, MO 64113

The above address is the principal place of business for Vision.

**Severability.** If any provision of this Agreement is held to be inapplicable or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with the other provisions remaining in full force and effect.

**Indemnification.** The Client agrees to defend, indemnify and hold Vision and its members, managers, employees and agents harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of Vision's provision of services to the Client under this Agreement or the Client's breach of this Agreement, except for claims, demands, actions, liabilities, costs or damages arising out of Vision's gross negligence or willful misconduct. The Client further agrees to pay Vision's reasonable attorneys' fees and costs arising from any actions or claims eligible for indemnification under this Agreement.

**Governing Law.** The laws of the State of Missouri shall govern the construction and interpretation of this Agreement, without regard to conflict of law or choice of law provisions thereof.

**Arbitration of Disputes.** In the event of any claim or dispute between the Client and Vision arising from or relating to this Agreement, or the enforceability or scope of this arbitration provision, or of any prior agreement, the Client and Vision must resolve the Claim or dispute by binding arbitration.

IF A CLAIM OR DISPUTE IS TO BE ARBITRATED PURSUANT TO THIS AGREEMENT, NEITHER THE CLIENT NOR VISION SHALL HAVE THE RIGHT TO LITIGATE THE CLAIM OR DISPUTE IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM OR DISPUTE. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER THE CLIENT NOR Vision SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CLIENTS OF VISION WITH RESPECT TO THEIR AGREEMENTS WITH VISION OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

This Agreement involves interstate commerce, and this provision shall be governed by the

Federal Arbitration Act ("FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, JAMS or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at [www.jamsadr.com](http://www.jamsadr.com), toll-free at 1(800)352-5267 or NAF at [www.arb-forum.com](http://www.arb-forum.com), toll-free at 1(800)474-2371. The arbitrator's decision will be final and binding except for any appeal rights under the FAA.

This arbitration provision shall survive termination of this Agreement, as well as voluntary payment in full by the Client and any legal proceedings by Vision to collect a debt owed by the Client.

Entire Agreement. This Agreement represents the final and entire agreement between the Client and Vision and shall supersede all other agreements between the parties regarding the subject matter hereof.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Digital Signatures. The Client agrees that his or her digital signature is equivalent to a handwritten signature as provided in The Federal E-Sign Act.

#### **LIMITED POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints Vision Global Capital the undersigned's true and lawful attorney-in-fact to execute and/or deliver for and on behalf of the undersigned all correspondence addressed to credit bureaus, including TransUnion, Equifax, Experian and CSC, and all correspondence addressed to creditors of the undersigned and collection agencies retained by such creditors, and to receive all related correspondence from such parties, it being understood that any documents or correspondence executed or delivered by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and Shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

This Power of Attorney shall be governed by the laws of the State of Missouri in all respects, including its validity, construction, interpretation and termination. If any provisions are held invalid, such invalidity shall not affect the other provisions which shall remain in full force and effect.

This Power of Attorney shall remain in full force and effect until the termination of the Client Services Agreement for whatever reason, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

#### Federal Cancellation Right

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 attached notice of cancellation form for an explanation of this right.

#### EXHIBIT A

##### NOTICE OF CANCELLATION FORM

##### NOTICE OF CANCELLATION

Vision allows you to cancel this agreement without penalty or obligation at any time. In addition, federal law requires us to provide you with the following Notice of Cancellation form in bold and in duplicate:

##### 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. TO CANCEL THIS CONTRACT, MAIL OR DELIVER A SIGNED, DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO VISION GLOBAL CAPITAL AT 6320 BROOKSIDE PLAZA, KANSAS CITY, MO 64113 BEFORE MIDNIGHT ON [DATE]**

**I HEREBY CANCEL THIS TRANSACTION,**

**[ DATE ]**

**[ PURCHASER'S SIGNATURE ]**

**IF YOU CANCEL ANY PAYMENT MADE BY YOU UNDER THIS CONTRACT, IT WILL BE RETURNED WITHIN TEN (10) DAYS FOLLOWING RECEIPT BY THE COMPANY OF YOUR CANCELLATION NOTICE.**

**[ PURCHASER'S SIGNATURE ] EXHIBIT B**

##### DISPUTE VERIFICATION FORM

In order to dispute only those items that YOU would like to challenge, please fill out the following form and return to Vision along with copies of your credit reports. Please indicate which items on your credit report you would like us to dispute on your behalf.

The client hereby confirms that he/she believes that all items to be disputed are inaccurate or irrelevant.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_