# Terms of Service INSPIRE GLOBAL CREDIT CLEAR NATIONAL CREDIT EDUCATIONAL SERVICES TERMS AND CONDITIONS

## A. Credit Restoration

This Credit Restoration Educational Service Contract between Inspire Global ("IGCC") is underwritten by National Credit Educational Services, Inc. ("NCES") and the undersigned "Client" (refers to each Individual and in the case of a couple, each Individual is a Client) is for the purpose of purchasing credit restoration educational documents (the "Educational Program") and certain defined services. Inspire Global has contracted with NCES to sell such services, however all services rendered will be performed by NCES.

The Educational Program will assist you in understanding bankruptcy, guidelines and examples of draft letters for transmittal to creditors hardship letters pertaining to inability of making timely payment on the terms and conditions established by the credit, draft templates for responding to claims asserted by a collection agency or law firm retained by creditor for debt collection services, educational materials explaining the Fair Isaac Corporation ("FICO"), a behavioral model used by Lenders, Creditors, Employers, Insurance Companies, etc. in determining creditworthiness, educational materials for applying for residential mortgage for primary residence, educational documents for how to successfully re-establish credit after bankruptcy, a template budget worksheet with commentary to be used from the onset of this program to give you a benchmark for what is realistic and in determining your priorities as you create a foundation for future of handling of your income to fulfill your financial goals.

Additionally, NCES will provide "Services" of obtaining your credit history, researching the data, preparing correspondence related to any discrepancies and sending to credit reporting agency to request removal of erroneous, incomplete, outdated, misrepresented, or unverifiable information that appears on the credit history report.

This is not a debt consolidation or bill payment program. Further, the educational materials and Services rendered pursuant to this Service Contract are not intended to be nor should they be construed to be a legal opinion or a substitute for a legal opinion with respect to any area of law, including but not limited to, bankruptcy. Federal law requires that any unverifiable, outdated, incomplete or erroneous information must be removed from consumer credit reports by the credit reporting agencies.

NCES agrees to use its best efforts to provide these Services, and will perform them in accordance with federal and state laws.

### **B. Fees and Costs.**

The Client understands that there will be a fee for the Credit Report Analysis/ Educational Materials of \$399.95 per Individual of which 200.00 per Individual is non-refundable and is due and owing at the time this Contract is signed. Client also agrees to enroll in Inspire Global Credit Clear Monitoring Platinum Program for \$29.95 at time of execution and \$29.95/month thereafter.

IGCC/NCES will not commence any work prior to receiving a fully executed contract by each Individual, until payment is made in full, a copy of valid social security card and proof of actual address of residence in the form of utility bill or the equivalent thereof. Notwithstanding the foregoing, IG/NCES does not offer split-payment arrangements in order to execute the Contract.

From time to time, The Client may receive education material regarding credit. The Client will be entitled to keep all educational materials given to Client at the time of execution of the Contract or via the educational information on the website, and further Client expressly waives any right to commence any type of legal or administrative action arising from Client's failure to timely pay the second and final installment and there will be no refund.

# C. Refund Policy.

Refunds are only applicable within 48 hours (two days) after signing of this contract and/or application (48 hour right of rescission). If after 48 hours, AND upon the completion of three cycles AND if all updated credit reports were faxed, emailed or mailed to the corporate office in a timely manner, we will review all credit reports to analyze what has been corrected and/or deleted and offer a refund as follows: \$200.00 is nonrefundable. Also, \$55.00 per corrected or deleted item (per each credit reporting agency accumulatively) for all services rendered to date is also non-refundable. The difference will be mailed via check within five business days.

### D. Non-fundable Fees.

In accordance with paragraph A. Client understands that NCES will analyze/audit the Client's credit reports and develop a plan to investigate,

validate, and delete, correct or change those negative items which can be deleted, corrected or changed under current federal and state law during the term of this Contract.

NCES is committed to taking action by correspondence on at least three (3) cycles (i.e., a "cycle" shall consist of three (3) challenges and responses thereto to and from the credit agencies to remove a discrepancy or discrepancies). In the event an Individual Client is not satisfied with NCES's services after it has completed three (3) cycles, then Client may request in writing that NCES no longer perform any Services on Client's behalf and IG/NCES will be entitled to retain \$299.00 plus \$55.00 per item corrected or deleted (per each credit reporting agency accumulatively) for all services rendered to date.

## E. Money Back Guarantee.

The Client understands and agrees that at least three (3) cycles (i.e., credit agency exchanges of correspondence and the continuing analysis/audit and investigation/dispute with credit agency, all correspondence associated with the credit report audit, investigation, and improvement process, the review for changes with each applicable credit agency, creditor or public record holder, and the continuing planning and creation of documents for the purpose of credit report improvement) is a process that takes time and cannot be stated with any degree of certainty when it will be completed. For this reason, the Client expressly understands and waives any right for any refund of any monies paid in the event the Client elects to cancel this Contract with Inspire Global/NCES prior to its completion of three (3) cycles or 48 hours right of rescission.

# F. Client Obligation.

The Client agrees to send via mail, email or fax, all credit reports and/or correspondence received from credit agencies to IGCC/NCES within five (5) days or sooner after the date received. If the Client has not received any credit reports or correspondence from the credit agencies within sixty (60) days after the date of the initial credit report analysis/audit etc., the Client must notify IG via phone or in writing.

#### **G.** Term of Contract.

The term of this Contract shall be for three (3) cycles as defined in Paragraph C above but in no event, shall the term of the credit restoration portion of this Contract extend beyond one (1) year of the date of execution. Prior

thereto, Client may cancel this Contract at any time subject to the terms and conditions set forth herein. If Client cancels credit monitoring portion of this contract prior to completing the restoration portion of this agreement, Inspire Global/NCES has the right to cease the credit restoration portion of this agreement. Client may continue to use Inspire Global Credit Monitoring after the credit restoration portion has been canceled or completed.

## **G. Limited Power of Attorney.**

By executing this Contract to obtain IGCC/NCES, the Client grants IGCC/NCES a limited power of attorney, by and through its authorized representatives, to: i) use any information provided by or on behalf of Client to obtain from credit agencies, creditors, collection agencies and other holders of records of Client's credit reports, Client's credit history or other creditor information for the Services to rendered herein; ii) obtain credit information over the telephone, fax, and or through the internet from record holders.

IGCC/NCES expressly acknowledges the sensitivity of any information provided by or on behalf of the Client in connection with NCES rendering the Services described herein. IGCC/NCES will use its best efforts to ensure that all such Client information will be handled in a responsible and professional manner. The Client shall have the right to revoke or terminate the limited power of attorney provided under this Contract at any time upon written notice to IGCC/NCES provided the Client understands that such action will likely impede NCES from any further performance of its Services to Client undertaken pursuant to this Contract.

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 Georgia. Client agrees that the Client's limited power of attorney is valid throughout the United States only for the above-stated purposes. This Contract 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.

# **H. Hold Harmless and Indemnity.**

The Client agrees to indemnify and hold Inspire Global and NCES, their agents, attorneys, brokers and employees, harmless from all claims, losses,

expenses, fees including attorney's fees, costs, judgments that may be asserted against the Client that result from the acts of omissions.

National Credit Education Service 900 Circle 75 Parkway Suite #1695 Atlanta, GA 30339 Inspire Global, Inc.
6440 Southpoint Parkway
Suite #300
Jacksonville, FL 32216