

Limited Power of Attorney
Credit Improvement Assistance

I/ We, [Name(s)] _____, resident(s) of
[Address, _____ County, _____ State]

_____ designate eCreditAdvisor, also known as E.C.A. (“Agent”), of 815-A Brazos Street, Suite 493, Austin, Texas 78701, its officers, employees and agents, as my attorney-in-fact (referred to as “the Agent”) on the following terms and conditions *only*:

1. **Authority to Act.** The Agent is authorized to act for me under this Limited Power of Attorney as described herein.
2. **Limited Powers of Agent.** The Agent may act and exercise power, authority and control on my behalf, with regard to the assistance in disputing/challenging inaccurate, obsolete and unverifiable information on my credit bureau reports, limited to the following enumerated powers only:
 - **Signatory Rights.** Signing of correspondence addressed to the credit bureaus, signing of correspondence addressed to creditors, obtaining credit information over the telephone, fax, and internet, through written or online correspondence from credit bureaus, creditors or collection agencies.
 - **Authority to Request Information.** To requested information upon the presentation of this durable LPA for limited purposes, including but not limited to, the Custodian of records, Repository of the Court Records, Credit Bureau (TransUnion, Equifax, Experian), consumer reporting agencies, retail business establishments, lending institutions, student loan agencies (public and/or private), including whatever kind.
 - **Delegation of Authority.** If mediation of a debt is necessary, I/we give Agent, the right to discuss information to help resolve a dispute.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding limited powers granted to Agent herein. No person who acts in reliance on the representations of the or the authority granted under this Limited Power of Attorney shall incur any liability to me or to my heirs, family or associates, for permitting the Agent to exercise any power

prior to actual knowledge that the Limited Power of Attorney has been revoked or terminated by operation of law or otherwise.

4. **Indemnification of Agent.** No Agent named in this power shall incur any liability to me for acting under this limited power, except for such agent's own misconduct or negligence. I/we agree to indemnify and hold harmless any agent named in this power for any court costs, civil judgments, or reasonable attorney fees that are incurred as a result of exercising the limited powers described herein.
5. **Durability.** This Limited Power of Attorney shall expire six (6) months from the date of execution as set forth below.
6. **Termination.** Irrespective of the stated term hereof, I/we may terminate this Agreement at any time without cause upon five (5) days' written notice to the Agent. In the event of termination, Agent shall cease all activity immediately.
7. **Binding Effect.** This Limited Power of Attorney shall be binding on and insure to the benefit of the parties to this power their heirs, personal representatives, successors and assigns except as otherwise provide in this Limited Power of Attorney.
8. **Governing Law.** The validity, interpretation and performance of this Limited power of Attorney and any dispute connected herewith shall be governed by and construed in accordance with the laws of the State of Texas.
9. **Venue.** Any action whether a suit at law or arbitration under the terms of this Agreement shall be brought in the Superior Court of Austin in the State of Texas for the County of Travis within the County of Travis.

IN WITNESS, WHEREOF, by signing this instrument I/we affirm all that is written above.

Dated: _____

Signature: _____

Name: _____

Spouse Name: _____

Spouse Signature: _____

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. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Client Signature: _____ Date: _____

Printed Name: _____

Credit Improvement Services Agreement

ECA, as an entity that counsels, educates and works in conjunction with clients to assist in disputing/challenging inaccurate, obsolete and unverifiable information on their credit bureau reports, enters into agreement with client to offer said services.

Client agrees that ECA is not held liable nor can be held responsible for accurate information that is included in client credit report that is not removed. Client agrees that no promises regarding actual results have been made, stated, written or implied. ECA will work with due diligence in representing client to dispute/challenge, advise, educate and to ultimately help improve overall client credit worthiness.

Both parties agree that effective and long term sustained credit worthiness, is based upon consistent payment of obligated loan arrangements, overall credit management, and an updated understanding of applicable laws and regulations. This Business Agreement shall be governed by the laws of the State of Texas. All parties agree Travis County, Texas shall be the proper venue for any litigation.

Five day Right of Recession:

You may cancel this contract without penalty or obligation, at any time before midnight of the 5th day which begins after the date the contract is signed by you. To cancel this contract, mail or deliver a signed statement, stating you would like to cancel this agreement to the following address:

eCreditAdvisor
815-A Brazos Street
Suite 493
Austin, Texas 78701

- 1) Client understands that any new negative information, incurred after our process begins, will negate any positive results attained by ECA.

- 2) Client understands that if they cancel services after the “three day right of recession”, but before original reports are received, they will be subject to a \$75 fee, Per Individual, for all services rendered prior to cancellation. This includes, but is not limited to: Consultant time explaining our Services and Processes, Emailing or Faxing of information etc.
- 3) Any checks returned NSF (Bad Check) or for any other reason will nullify this Money Back Guarantee!
- 4) In the event of any dispute between the parties regarding a term or terms of the Agreement, the parties agree to use their best efforts in good faith to resolve the dispute between them. If necessary, but in the sole judgment of each party, the parties will consider using alternative dispute resolution, including mediation, before resorting to litigation. In such instance, a breach thereof shall be settled by arbitration before a retired Judge of the Austin Superior Court. The retired Judge shall be selected by unanimous agreement of the parties or, failing agreement, within thirty (30) days after the arbitration is demanded by one of the parties, the retired Judge shall be appointed by the Austin Superior Court upon the petition of any party. Any action arbitrated under the terms of this Agreement shall be brought in the Superior Court of the State of Texas for the County of Travis within the County of Travis. A judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction.

“Account in Dispute Removal Program”

This program is designed to remove the account in dispute reporting status of a line item on one’s credit report. Many lenders today can’t get your loan approved unless all the accounts in dispute on a credit file have been removed. The cost is \$300 – 2 monthly payments of \$150.

“Score Maximization - Plus Program”

This program is **120 days** in length and the goal of this program is to attack all variables used to calculate your credit score. We will restructure your debt, add additional credit lines and remove incorrect/negative items from your report.

Single: Total: \$950 – 5 monthly payments of \$190 per month

Couple: Total: \$1700 – 5 monthly payments of \$340 per month

“Score Maximization Program”

This is an intensive, condensed, **30-90 day program** developed specifically for the Mortgage Industry to allow clients to purchase or refinance at better rates and terms. Start day begins when all three reports (per individual) are received by ECA.

Single: Total: \$820 – 4 monthly payments of \$205 per month

Couple: Total: \$1400 - 4 monthly payments of \$350 per month

“Two Cycle Credit Assist Program”

This program is a 60 day program designed for 2 rounds of challenges to both the bureaus and creditors.

Single: Total: \$510 - 3 monthly payments of \$170 per month

Couple: Total: \$960 - 3 monthly payments of \$320 per month

“Single Cycle Credit Assist Program”

This program is a 30 day program designed for one single round of challenges to the bureaus and the creditors.

Single: Total: \$320 - 2 monthly payments of \$160 per month

Couple: Total: \$600 - 2 monthly payments of \$300 per month

Client agrees to: (please initial #4 & #5)

- 1) Contact eCredit Advisor concerning any reports not received!
- 2) Understand that our “Score Maximization Program”, is 30 to 120 days in length, with the sole purpose of increasing your “Current Credit Score” to the “Goal”, stated when initiating our process.
- 3) Client agrees that they have received the ECA credit consultant document, which is a separate document, have read, understood and will agree to comply with the requirements thereof.
- 4) _____ Client agrees to open secure or unsecure credit cards if that is what ECA recommends to them and the client will work to the best of their ability, on lowering their “debt to credit ratio” (Credit Card Balances should be below 50% balance to limit ratio and more ideally 30%). Please ask an ECA consultant to explain this further if you do not understand. This will help to “optimize our results.” If a client does not do the above as recommended by ECA this will null and void the guarantee. It is imperative that the client take an active role and establish trade-lines – not doing so will impede the results of the program.
- 5) _____ Client also agrees that if any new derogatory trade-lines appear (this includes new collections, new judgments and late payments) on their credit file while they are in the program our guarantee that we have offered you upfront will become null and void.

Please Provide Two Forms of Identification

- i. Copy of your Driver's License or any other official picture ID ie. Passport.**
- ii. Copy of any bill showing your name and current address.**

Client Information

Full Name:

Phone Number:

Current Address:

E-mail Address:

Date of Birth:

Social Security Number:

Print Name _____

Signature _____ **Date:** _____

Print Spouse Name _____

Spouse's Signature _____ **Date:** _____

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 eCreditadvisor LLC. at 815 E Brazos Street Suite 493 Austin, TX 78701 before midnight on, _____.

I hereby cancel this transaction,

Client Signature: _____ Date: _____

Printed Name: _____

DO NOT SIGN UNLESS YOU WANT TO CANCEL

I acknowledge that eCreditAdvisor has provided me with this statement before any contract or agreement between eCreditAdvisor and me is executed, and thus that I have received this statement in compliance with the law.

Client Signature: _____ Date: _____

Printed Name: _____

No verbal communication will supersede this agreement and this agreement cannot be modified in any way. I have read and understand this document prior to signing.

NOTICE OF CANCELLATION (DUPLICATE)

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 eCreditadvisor LLC. at 815 E Brazos Street Suite 493 Austin, TX 78701 before midnight on, _____.

I hereby cancel this transaction,

Client Signature: _____ Date: _____

Printed Name: _____

DO NOT SIGN UNLESS YOU WANT TO CANCEL

I acknowledge that eCreditAdvisor has provided me with this statement before any contract or agreement between eCreditAdvisor and me is executed, and thus that I have received this statement in compliance with the law.

Client Signature: _____ Date: _____

Printed Name: _____

No verbal communication will supersede this agreement and this agreement cannot be modified in any way. I have read and understand this document prior to signing.

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
Additional Disclosures:
There are non-profit organizations (including nonprofit credit counseling services) available that are funded by client fees, grants, other voluntary contributions from creditors. Texas residents: Consumers may request a copy of their consumer file without charge from a consumer reporting agency not later than the 30th day after the date on which the agency receives notice the consumer has been denied credit. Consumers may review information in their consumer file for a minimal charge at any other time. A consumer reporting agency is prevented from issuing a report containing obsolete information.
I acknowledge that eCreditadvisor has provided me with this statement before any contract or agreement between eCreditadvisor and me is executed, and thus that I have received this statement in compliance with the law.

Client Signature: _____ Date: _____

Printed Name: _____