



BlackDiamond|Consultants

Blackdiamond Consultants LLC.
9040 Town Center Parkway
Lakewood Ranch – FL 34202
TOLL FREE: 1(866) 969-7372
FAX: 1(888) 443-7973
www.blackdiamondconsultants.us
info@blackdiamondconsultants.us

CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW

You have the right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor a credit restoration company or credit restoration 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 up to 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 restoration organization that violated 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 restoration organization for any reason within 5 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 that 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.

I confirm the fact that I agree and understand what I am signing, and acknowledge that I have received a copy of the Consumer Credit File Rights.

Signature: **X** _____

Date signed: **X** ____ / ____ / ____

Print name: **X** _____

Social Security Number: **X** _____ - _____ - _____

* A telefaxed copy of this agreement shall be considered an original. Please fax signed pages back to Processing Department at Fax#: 1(888) 443-7973 or email it as an attachment to info@blackdiamondconsultants.us.



CREDIT RESTORATION CONSULTING SERVICES CONTRACT

This Credit Restoration Consulting Services Contract is between Blackdiamond Consultants LLC. dba Luxury Consultants LLC in the state of Florida and dba Grow Credit LLC. in the state of Arizona (Blackdiamond), and the undersigned (Client) in this date set forth.

A) PAYMENT

1. Client understands that there will be a non-refundable fee of \$499 total plus anywhere between \$11.00 - \$35.00 for the purchase of the three credit reports: Transunion, Experian and Equifax (the fee varies from state to state. In some cases Blackdiamond may obtain one or more credit reports for free). This sum covers Blackdiamond initial credit consultation setup fee and the entire consulting and dispute process (approx. 90 - 120 days) thereafter.
2. Client understands that Blackdiamond Consultants LLC. is a fee for service corporation. The fee charged is for a credit consultation and the dispute process is included in the package at no additional cost. The fee is due and charged *after* the initial credit consultation setup and if applicable, 30 days, 60 days and 90 days thereafter, were the client to choose a payment plan.
3. Payment Plan: Client can choose to pay for the initial consultation in up to four installments. Client understands the Client's file will be halted within 14 days if one or more installments is declined. There will be a \$25 (twenty five dollars) fee added to payments in order to reopen the Client's file once file has been halted. Client is responsible for the remaining payments.
4. Client understands that upon the signing of this contract, any and all remaining balance on Client's account can be sold to collection agencies if unpaid. Collection agencies may report the balance to Client's report as derogatory.
5. Blackdiamond reserves the right to cancel this contract at anytime if Client's payment is declined. Client is also responsible for any charges incurred by Blackdiamond due to non-sufficient funds. There will be a \$30 (thirty dollars) fee applied to client's account if the client proceeds with a chargeback.
6. Additional charges may apply for additional services not included. Any additional services will be under a new agreement. This is not a debt consolidation or bill payment program.

B) REFUND POLICY AND GUARANTEES

1. Once the credit consulting process is completed and if Blackdiamond is unable to remove at least one adverse item from all three credit reports, at the end of the process Client will receive **100% refund** of the total amount charged.
2. The addition of any new derogatory item such as a new collection, new late payments, new public record, etc. to the credit report voids any and all guarantees.
3. If Client misses a payment, if the payment has been declined or returned for any reason, will void any and all guarantees.
4. Blackdiamond is not responsible for any contract between the creditors and the Client for uncollected debts.
5. Client must adhere to all "Client Terms and Conditions" or it will void any and all guarantees.
6. Client understands that Blackdiamond cannot guarantee the removal of a specific negative item (unless noted) and cannot guarantee a particular change in the beacon (FICO) score, due to the fact that, some circumstances may be beyond its control.
7. Client understands that Blackdiamond cannot guarantee Client's approval to any new financial liability (home loan, car loan, note loan, etc) as some circumstances may be beyond its control.
8. Client understands that Blackdiamond does not create a new identity for Client, as file segregation is illegal.
9. Client understands that Blackdiamond works on all negative accounts reported to all 3 bureaus (Equifax, Experian and Transunion) and according to the FCRA only obsolete, unverified, misleading, inaccurate and incomplete negative accounts can be removed.
10. Client understands that Client has the option to settle any and all remaining negative accounts, if any.
11. Blackdiamond makes no other guarantees aside from the guarantees expressly written within this contract. No oral nor other agreement shall override this agreement unless received in writing from an authorized Blackdiamond officer.

C) INITIAL CREDIT CONSULTATION SETUP

1. Blackdiamond will provide Client assistance in obtaining credit reports from all three credit reporting agencies Equifax, Experian and Transunion.
2. Blackdiamond will set up Client with his/her online private Client portal which will allow Client to check progress throughout Client's enrollment with Blackdiamond. A username and password will be provided to the Client to access Client's online private portal. All items that will be disputed will be inputted in the portal.

3. Client will have exclusive access to credit educational materials such as ways to improve personal credit, scoring system and the impact of negative items reported.
4. Client will have exclusive access to State and Federal laws governing credit through Client's online private portal.
5. Blackdiamond will analyze Client's credit reports, note all issues, note opportunities for credit score improvement, request any additional information it might need from the Client and assist Client in determining the action to take with each inaccurate, incomplete, obsolete, time barred, or unverified account reported as per the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act. Federal law requires that any unverifiable, outdated or erroneous information must be removed.
6. Blackdiamond shall prepare challenges through online and written correspondence for items appearing on the Client's credit reports which the Client indicates are inaccurate, incomplete, obsolete, time barred, or unverified as per the Fair Credit Reporting Act. This may involve the creditors, credit bureaus and/or law enforcement in case of Identity Theft.
7. Blackdiamond agrees to identify bona fide errors in Client's credit report, attempt to have them corrected directly with the bureaus and request no-cost legal representation on behalf of Client if needed be.
8. Blackdiamond agrees to act in providing the services, solely in and for behalf of the Client, in respect to all laws.
9. This constitutes the initial consultation and subsequently, the dispute process.

D) TIMELINE

1. The credit consulting process lasts 90-120 days, sometimes Blackdiamond extends the service for another 30 days at no additional cost to Client, if Blackdiamond believes Client can achieve better results.
2. After 120 days from the initial consultation setup date, the file will be transferred into inactive status and will be shredded. For further consultation beyond that date, the Client will have to sign up again and pay fees accordingly.

E) CLIENT'S TERMS AND CONDITIONS

1. Client shall return, along with this agreement or within three days thereafter, a copy of their driver's license, social security card, and a recent utility bill (phone bill, gas bill, electric bill, etc.) showing the current address.
2. Client agrees to assist Blackdiamond in obtaining initial credit reports, from all three credit bureaus (Equifax, Experian and Trans Union) and understands Blackdiamond cannot proceed with filing disputes until credit reports are received. In some cases, the Processing Department may not obtain an instant credit report. The report will be sent by mail directly from the bureau. The Client agrees to forward all credit reports and results *requested* by Blackdiamond. It is the Client's responsibility to send the original report to Blackdiamond within 5 days after the date received. Client understands a delay to do so delays the entire dispute process and Blackdiamond will not be able to guarantee results.
3. Client understands that for security reasons the credit bureaus and the creditors will only be sending correspondence to the address they have on file, even if it is outdated. The address can only be updated by sending the bureaus a letter with Client's signature and two copies of personal identifying documentation showing the updated address.
4. Client agrees to keep any and all correspondence received from the bureaus as it may be used for suing.
5. Client agrees to maintain on-time monthly payments of their current credit obligations (car loan, utility bills, mortgage payments, credit cards, etc.). Failure to maintain those payments will result in severe damage to the progress and improvements made by Blackdiamond.
6. Client agrees to refrain from applying for additional financial responsibilities at this time and Client understands that new credit inquiries affects Client's scores and cannot be removed.
7. Client understands that dispute remarks can be added to the Client's reports due to the credit repair process. Dispute remarks can be removed and may need Client's participation.
8. Client understands that some of Blackdiamond strategies are time sensitive and in order to get the best results it is highly recommended to send Blackdiamond any and all documentation *requested* in a timely manner.
9. In the event that Client needs to update or change any billing information Client agrees to give Blackdiamond 3 business days advanced notice so that Blackdiamond may better assist Client.
10. If any of the credit reporting agencies ask Client to call, email, or mail them anything, Blackdiamond suggest that Client first communicate with Blackdiamond before doing so. However if the Credit Bureau(s) request additional address verification or a copy of Client's Social Security Card, Client should forward it to Credit Bureaus or Blackdiamond as quickly as possible.
11. Client agrees to sign the Credit Restoration Consulting Services Contract, the Limited Power of Attorney, the Payment Option (if applicable), the Consumer Credit File Rights and the Notice of Right to Cancel for the purpose and terms described.
12. If there is a violation of credit restoration company laws, Client has the right to proceed against the bond #0640234 by Bonds Express 1937 Teall Ave Syracuse, NY 13206 in the State of Florida or bond#0640263 by Bonds Express 1937 Teall Ave Syracuse, NY 13206 in the State of Arizona as properly displayed on Blackdiamond website.
13. Client understands that Blackdiamond will act solely as the Client's agent for the purpose described herein and any services and benefits provided to the Client by the Record Holders from which Client Information is obtained are subject to any preexisting agreements the Client may have entered into with each such Record Holder. Client

acknowledges and agrees that in using any of the Client's personal information to retrieve Client Information, Blackdiamond is acting as Client's agent and not the agent of or on behalf of any third party, including any Record Holder from which Client Information is obtained. Client agrees that any such third party, including any Record Holder from which Client Information is obtained, shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by Client.

- 14. Client understands that he/she must contact Blackdiamond for any questions or concerns after the initial credit consultation setup. Blackdiamond is not obligated to contact the Client after the initial credit consultation setup and reserves the right to do so only in response to Client's contacts.
- 15. Client understands that one or all of the credit bureaus may decline to correct a bona fide error on a credit report. In the event one or more of the credit bureaus decline to correct a bona fide error on a credit report, Client authorizes Blackdiamond to arrange **no-cost** legal representation for Client from McCarthy Law PLC to pursue violations of the Fair Credit Reporting Act on behalf of Client and expressly agrees to engage McCarthy Law PLC on the terms and conditions set forth in Exhibit C-7. Client expressly requests that McCarthy Law communicate directly with Client on all matters related to its legal representation of Client from and after the time McCarthy Law PLC confirms its willingness to represent Client on the terms and conditions set forth in Exhibit C-7.

F) PRIVACY NOTICE

- 1. Blackdiamond reserves the right to confidential information such as business practices and trade secrets from whomever it sees fit (prospects, leads, clients, affiliates, or any other outside party), acquiring its services does not void this confidentiality. A trade secret is regarded as: (1) information used in a company's business that is *not known or available to the public*, (2) information that provides the company with an *economic advantage over its competitors* in the marketplace, and (3) information that the company actively protects from disclosure through *reasonable efforts to maintain its status as a "secret."* Blackdiamond reserves the right to keep confidential its proprietary databases; business processes and methods (including but not limited to physical and online correspondence sent on Client's behalf, Affidavits, etc); information pertaining to overhead, costs, pricing and margins; proprietary computer software programs, and strategic plans and marketing programs.
- 2. Blackdiamond is PCI compliant annually meaning all and any financial information is kept secure.
- 3. Blackdiamond does not sell, rent, loan, or trade any personal information collected at our site or through our agents.
- 4. Client authorizes Blackdiamond to use Client's credit repair results (before and after scenarios) for marketing purposes given all identifying personal information is kept confidential.
- 5. Client's personal information is kept confidential as stated in the Privacy Act and Consumer Credit Protection Act. Client's information along with all Client's correspondence is destroyed upon completion (120 days) or due to breach of Contract for Client's security.

G) GOVERNING LAW: This contract is governed by and shall be construed in accordance with the laws of the state of Florida. Any disputes arising out of this agreement shall be resolved by State and Federal Courts located in Florida.

H) CANCELLATION NOTICE:

You, the Client, may cancel this contract at any time prior to midnight of the 5th day after the date of the transaction. See the attached notice of cancellation form for an explanation of this right. No refunds will be given past the 5 business days right to cancel from the date this contract has been signed.

I confirm the fact that I agree and I understand what I am signing, and acknowledge that I have received a copy of the Credit Restoration Consulting Services Contract and all of its provisions and attachments.

TOTAL SERVICE FEES: \$499

Signature: **X** _____

Print name: **X** _____

Date signed: **X** ____/____/____

Social Security Number: **X** _____ - _____ - _____

* A telefaxed copy of this agreement shall be considered an original. Please fax signed pages back to Processing Department at Fax#: 1(888) 443-7973 or email it as an attachment to info@blackdiamondconsultants.us.



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NOTICE OF RIGHT TO CANCEL:

I understand I may cancel the CREDIT RESTORATION CONSULTING SERVICES CONTRACT without any penalty or obligation at any time within 5 days after I sign it. To do so, I understand I need to sign and date a copy of the Notice of Cancellation that appears on the last page, or any other signed and dated written notice, and I need to make sure it is received by mail, fax or delivery at Blackdiamond Consultants LLC. at the address or fax number shown above, before midnight on the 5th day after I sign the Contract.

Signature: **X** _____

Date signed: **X** ____/____/____

Print name: **X** _____

Social Security Number: **X** ____ - ____ - ____



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LIMITED POWER OF ATTORNEY

This form is a Limited Power of Attorney and will be used for the sole purpose of **HELPING WITH THE RESTORATION OF YOUR CREDIT**. This does NOT give us full power of attorney over any other affairs.

I, _____, date of birth _____, a resident of _____ County, of the State of _____

give Blackdiamond Consultants LLC. its officers, employees and agents, as my assistants, to solely act as my disclosed or undisclosed agent, in and for my behalf, as set forth in the following matters ONLY:

Signing of my name in any and all correspondence written on my behalf and addressed to the credit bureaus (TransUnion, Equifax, Experian), including but not limited to dispute letters, written requests to update personal information, Identity Theft Affidavit, etc. Furthermore I authorize Blackdiamond Consultants LLC., its officers, employees and agents to obtain and submit information over the telephone, fax, Internet, through written or online correspondence from and to the credit bureaus, creditors, collection agencies and law enforcement authorities. If mediation of a debt is necessary, I give Blackdiamond Consultants LLC., its officers, employees and agents the right to discuss information to help resolve a debt. I understand I am responsible for the verbal and/or written information alleged to Blackdiamond Consultants LLC. regarding my personal credit. I further authorize Blackdiamond Consultants LLC., their officers, employees and agents bearing this release or copy thereof within 12 months of this date to obtain any information in my credit report that may involve medical records and/or credit records. I hereby direct said Record Holder Authorization to release any requested information upon the presentation of this durable Limited Power of Attorney for limited purposes. I hereby release the bearer of this authorization as well as the recipient, including but not limited to, the Custodian of such records, Repository of the Court Records, Credit Bureaus (TRW, TransUnion, Equifax, Experian, etc.), consumer reporting agencies, retail business establishments, lending institutions, student loan agencies (public and/or private), including whatever kind, which may at any time result to me, my heirs, family or associates, because of compliance with this Authorization to Release Information, or any attempt to comply with it. I further authorize Blackdiamond to arrange no-cost legal representation from McCarthy Law PLC to pursue violations of the Fair Credit Reporting Act on my behalf.

Should there be any questions as to the validity below, I have the right to revoke or terminate this Limited Power of Attorney release. You may contact me as indicated below. I have the right to this Limited Power of Attorney at any time. This Limited Power of Attorney shall terminate 12 months from the date of execution set forth below. All questions pertaining to validity, interpretation and administration of this Limited Power of Attorney shall be determined in accordance with the laws of the State of Florida. This Limited Power of Attorney is valid throughout the United States of America and all information set forth in the paragraph above by signature below.

I confirm the fact that I agree and I understand what I am signing, and acknowledge that I have received a copy of this Limited Power of Attorney.

Signature: **X** _____

Date signed: **X** ____/____/____

Print name: **X** _____

Social Security Number: **X** ____ - ____ - ____

Contact phone number: **X** (____) ____ - ____

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PAYMENT AUTHORIZATION



By providing my/our credit card information below, I/we hereby authorize BLACKDIAMOND CONSULTANTS LLC. charge my/our credit card or debit card, in the amounts of and on the dates specified below, as payments for the purpose of credit consulting services. I also authorize Blackdiamond Consultants LLC. to charge my/our credit card for one or more of 3 credit reports in the amount of up to \$34.00 (Experian \$8.00 - \$11.50, Equifax \$10.50, and TransUnion \$12.00), as needed. I understand a receipt will be sent to the email address on file for every charge.

I understand I will not be charged until after my initial consultation. No refunds will be given past 5 days right to cancel the contract has been signed.

1. () Check number _____ payable to Blackdiamond Consultants LLC. in the amount of \$499.00 (four hundred and ninety nine dollars) will be sent to the address: _____
 Blackdiamond Consultants LLC. Att: Payment Processing PO BOX 800548, MIAMI – FL 33280
2. () Payment through credit card or debit/check card – one-time charge in the amount of \$499.00 (four hundred and ninety nine dollars).
3. () Payment through credit card or debit/check card in the amount of \$275.00 (two hundred and seventy five dollars) and 1 installment thereafter (30 days) in the amount of \$250.00 (two hundred and fifty dollars).
4. () Payment through credit card or debit/check card in the amount of \$285.00 (two hundred and eighty five dollars) and 2 installments thereafter (30 and 60 days) in the amount of \$125.00 (one hundred and twenty five dollars) each.
5. () Payment through credit card or debit/check card in the amount of \$195.00 (one hundred and ninety five dollars) and 3 installments thereafter (30, 60 and 90 days) in the amount of \$125.00 (one hundred and twenty five dollars) each.

Cardholder's Name (exactly as shown on the card)							
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Credit Card number				CVV Code		Expiration date (mm/yy)	
Billing address - City				State		Zip code	

Signature: **X** _____ Date signed: **X** ____/____/____

Print name: **X** _____

* Please fax this page to Processing Department at Fax#: 1(888) 443-7973 or email it as an attachment to info@blackdiamondconsultants.us.



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NOTICE OF CANCELLATION
(NO NEED to fax this to us if not used)

I/we hereby cancel the CREDIT RESTORATION CONSULTING SERVICES CONTRACT entered into with Blackdiamond Consultants LLC. on ___/___/___ (date).

Signature: **X** _____

Date signed: **X** _____/_____/_____

Print name: **X** _____

In order to cancel the CREDIT RESTORATION CONSULTING SERVICES CONTRACT without any penalty or obligation, a signed and dated copy of this Notice of Cancellation or any other written notice must be received by mail, fax or delivery at Blackdiamond Consultants LLC., at the address or fax number shown above, before midnight on the 5th business day after the date you signed the Contract.