



## Activate Solutions Service Agreement

PHONE: (888) 251-1463

### Prepared for:

Douglas Duzich  
1974 Loma Vista Ct  
Royal Oaks, CA, 95076

SSN: 084-62-1311  
Date Of Birth: 03/14/1966  
Oct 13, 2020

The following pages contain:

1. Credit Repair Service Agreement
2. Authorization for Credit Repair Action
3. Consumer Credit File Rights (CROA Disclosure)
4. Right Of Cancellation Notice
5. State Specific Disclosures (add if applicable)

### Credit Repair Service Agreement for Douglas Duzich

I, Douglas Duzich, hereby enter into the following agreement with Activate Solutions.

Activate Solutions hereby agrees to perform the following:

- a. To evaluate Customer's current credit reports as listed with applicable credit reporting agencies and to identify inaccurate, erroneous, false, or obsolete information. To advise Customer as to the necessary steps to be taken on the part of Customer in conjunction with Our Company, to dispute any inaccurate, erroneous, false or obsolete information contained in the customer's credit reports.
- b. To evaluate Customer's current credit reports as listed with applicable credit reporting agencies and to identify inaccurate, erroneous, false, or obsolete information. To advise Customer as to the necessary steps to be taken on the part of Customer in conjunction with Our Company, to dispute any inaccurate, erroneous, false or obsolete information contained in the customer's credit reports. • To prepare all necessary correspondence in dispute of inaccurate, erroneous, false, or obsolete information in customer's credit reports.
- c. To review credit profile status from the credit reporting agencies such as: Experian, Equifax and Transunion. Consulting, coaching, and monitoring services are conducted by personal meetings, webinars, video conferencing, telephone, email, or by any other form of communication during normal business hours.

In exchange, I, Douglas Duzich, agree to pay the following fees as outlined in the following fee schedule:

#	Date	Enrollment Fee	Total Payment
1	Nov 05, 2020	\$99.00	\$99.00
2	Dec 07, 2020	\$99.00	\$99.00
3	Jan 07, 2021	\$99.00	\$99.00
4	Feb 08, 2021	\$99.00	\$99.00
5	Mar 08, 2021	\$99.00	\$99.00
6	Apr 07, 2021	\$99.00	\$99.00
7	May 07, 2021	\$99.00	\$99.00
8	Jun 07, 2021	\$99.00	\$99.00
9	Jul 07, 2021	\$99.00	\$99.00
10	Aug 09, 2021	\$99.00	\$99.00
11	Sep 07, 2021	\$99.00	\$99.00
12	Oct 07, 2021	\$99.00	\$99.00
13	Nov 08, 2021	\$99.00	\$99.00
14	Dec 07, 2021	\$99.00	\$99.00
15	Jan 07, 2022	\$99.00	\$99.00
16	Feb 07, 2022	\$99.00	\$99.00
17	Mar 07, 2022	\$99.00	\$99.00
18	Apr 07, 2022	\$99.00	\$99.00
19	May 09, 2022	\$99.00	\$99.00
20	Jun 07, 2022	\$99.00	\$99.00
21	Jul 07, 2022	\$99.00	\$99.00
22	Aug 08, 2022	\$99.00	\$99.00
23	Sep 07, 2022	\$99.00	\$99.00
24	Oct 07, 2022	\$99.00	\$99.00

## **Authorization for Credit Repair Action**

1. I, Douglas Duzich, hereafter known as "client" hereby authorize Activate Solutions to make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, correspondence, contracts, or agreements, as necessary to improve my credit. Such instruments in writing of whatever and nature shall only be effective for any or all of the three credit reporting agencies which are TransUnion, Experian, Equifax, and any other reporting agencies or creditor's listed, as may be necessary or proper in the exercise of the rights and powers herein granted.
2. This authorization may be revoked by the undersigned at any time by giving written notice to the party authorized herein. Any activity made prior to revocation in reliance upon this authorization shall not constitute a breach of rights of the client. If not earlier revoked, this authorization will automatically expire twelve months from the date of signature.
3. The party named above to receive the information is not authorized to make any further release or disclosure of the information received. This authorization does not authorize the release or disclosure of any information except as provided herein.
4. I grant to Activate Solutions, authority to do, take, and perform, all acts and things whatsoever requisite, proper, or necessary to be done, in the exercise of repairing my credit with the three credit reporting agencies, which are TransUnion, Experian, Equifax and any other reporting agencies or creditor's listed, as fully for all intents and purposes as I might or could do if personally present.
5. I hereby release Activate Solutions, from all and all matters of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, for or by reason of any matter, cause, or thing whatsoever as based on the circumstances of this contract.

## **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 a 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 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 repair 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 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 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.

## Notice of Right to Cancel

**"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 Activate Solutions before midnight on the 3rd day which begins after the date you have signed this contract stating "I hereby cancel this transaction, (SignDate) (Signature)."

Please acknowledge your receipt of this notice by electronically signing the form indicated below.

## Acknowledgment of Receipt of Notice

I, Douglas Duzich, hereby acknowledge with my digital signature, receipt of the Notice of Right to Cancel. I confirm the fact that I agree and understand what I am signing, and acknowledge that I have received a copy of my Consumer Credit File Rights.

**\*Digital Signatures:** In 2000, the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act established electronic records and signatures as legally binding, having the same legal effects as traditional paper documents and handwritten signatures. Read more at the FTC web site: <http://www.ftc.gov/os/2001/06/esign7.htm>

**Exhibit A.**

Fees that Client Pays: The processing fee for Company's services is **\$2,376.00**. The authorized fees shall be debited from Client's bank account or charged to Client's credit card specified on this Electronic Funds Transfer (EFT) Authorization. Drafts will be processed according to the Document Processing Schedule, below:

Document Processing Schedule Fee Payment Type:

Total Fee Amount: **\$2,376.00**

Client hereby authorizes Company to debit the bank account, debit card, or credit card from the bank listed above, via an Automated Clearing House system (ACH), according to the terms specified herein. This authority will remain in effect until the payment is completed as specified herein. Please retain a copy of this document as receipt of purchase.

**ACKNOWLEDGEMENT:**

As indicated by my signature below, I acknowledge that I have read, understand, and agree to the terms and conditions of the Fee and Service Schedule.

Client Signature



Client Printed Name

Douglas Duzich

Executed on this Date

10/13/2020

**Exhibit "B" to Service Agreement Draft Schedule**

**Preauthorized Checking and ACH Authorization Form**

Douglas	Duzich		
First Name	Last Name		
1974 loma vista ct		831-348-9042	
Street Address	Phone #	Cell Phone #	
royal oaks	CA	95076	dougnasty81@gmail.com
City	State	Zip	Email Address

**DESIGNATED BANK ACCOUNT DEBIT AUTHORIZATION**

FIDELITY BANK	301171353
<b>Bank Name</b>	<b>Bank Routing Number</b> (as it appears on the check)
Debra Honeycutt	5115634695250404
<b>Name as it appears on bank account</b>	<b>Bank Account</b> <input checked="" type="checkbox"/> <b>Checking</b> <input type="checkbox"/> <b>Savings</b>

**DESIGNATED BANK ACCOUNT DEBIT SCHEDULE AUTHORIZATION**

Deposit Amount \$ 99.00	Start Date Nov 05, 2020	<input type="checkbox"/> One Time	Number of Payments 24
		<input checked="" type="checkbox"/> Monthly	
Deposit Amount \$ 99.00	Start Date	<input type="checkbox"/> One Time	Number of Payments 25
		<input checked="" type="checkbox"/> Monthly	

**I authorize payment processor** to initiate Automatic Clearing House (ACH) or Electronic Funds Transfer (EFT) or Remotely Created Check (RCC) from my designated bank account at the financial institution identified above. I authorize Payment Processor to debit my bank account according to the schedule of debits provided to Payment Processor by me or on my behalf or as otherwise provided by agreement. I understand that debits will be withdrawn on the due date unless the otherwise indicated and that sufficient funds must be available in designated account at least two (2) business days prior to the actual date of the debit. Upon my approval, Payment Processor may adjust the amount being debited from designated bank account. This authorization is to remain in force until the schedule of debits is completed or until Payment Processor has received written notification from me of a change or termination, allowing Payment Processor no fewer than five (5) business days to act. Payment Processor shall not be liable to any person for not completing a transaction as a result of any limit on my designated bank account or if a financial institution fails to honor any debit from such account. I understand it is my responsibility to notify Payment Processor immediately if a scheduled debit does not occur. I authorize

Payment Processor to recover funds by ACH/EFT/RCC debit from my bank account in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds. I understand that a \$25.00 service charge will be added for every NSF draft. I understand I can call Payment Processor at to cancel the automatic draft payments. **Payments will be drafted on the payment due date of the original Services agreement.** I understand and agree that Payment Processor is a private company, and is not affiliated with any academic or governmental entity. The Payment Processor service bridges the gap between the student loan consolidation company Software and ACH, EFT or RCC processor. Payment Processor is not a money transmitter or debt collection agency and does not receive money from individual debtors. Payment Processor is not engaged in the business of debt or credit counseling or the provision of other services to individual debtors. Payment Processor does not solicit, offer loan consolidation services, or provide services directly to individual debtors. Payment Processor does not have a contractual relationship with individual debtors to affect the adjustment, compromise, or discharge of any loan account.

I have read and understand the information contained in this document and I affirm that the above information given by me is accurate and true to the best of my knowledge.

SIGNATURE



DATED

10/13/2020

Company may make adjustments if errors have occurred in the transaction. The date of the draft is listed above, however if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until Company is notified by Client in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by Client will be honored. This agreement may become void at the option of Company at any-time. The reversal of funds from a Client's account that was drafted in error cannot be made until seven business days from the draft date. The Client agrees to waive all rights of reversal or refusal of any payment on any draft that Company may make against the member's bank account during the time Client is actively enrolled. Company will not be responsible for any fees that Client's financial institution may assess should a draft be returned for insufficient funds. Company may make adjustments if errors have occurred in the transaction. The date of the draft is listed above, however if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until Company is notified by Client in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by Client will be honored. This agreement may become void at the option of Company at any-time. The reversal of funds from a Client's account that was drafted in error cannot be made until seven business days from the draft date. The Client agrees to waive all rights of reversal or refusal of any payment on any draft that Company may make against the member's bank account during the time Client is actively enrolled. Company will not be responsible for any fees that Client's financial institution may assess should a draft be returned for insufficient funds.

Client hereby authorizes and permit Company to initiate electronic funds transfer via Automated Clearing House system (ACH) for the specified fees from my account(s) listed above.

The check clearing for the 21st Century (Check 21) was designed to foster innovation in the payments system and to enhance its efficiency by reducing some of the legal impediments to check truncation. Check 21 was signed into law on October 28, 2003 and became effective on October 28, 2004.

Check 21 authorizes the use of negotiable instrument called a substitute check. Check 21 provides the legal framework for the creation of substitute checks, which can be used in place of the original paper document, without an agreement in place with other financial institutions.

The substitute check is a paper reproduction of the original check that must (1) contain an image of the front and back of the original check; (2) bear a MICR line containing all the information appearing on the MICR line of the original check; (3) conform, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute checks; and (4) be suitable for automated processing in the same manner as the original check.

A substitute check is the legal equivalent for the original check if (1) accurately represents all the information on the front and back of the original check and (2) bears a legend that states "This is legal copy of your check. You can use it the same way you would use the original check."

Check 21 requires financial institutions to accept a substitute check from a presenting institution and grant it equivalent status as the original check, if the substitute check meets prescribed requirements.

Check 21 requires a reconvert bank to meet the warranties and indemnities enacted through the legislation and subsequent regulations.

Check 21 requires financial institutions to provide education to individual consumers on substitute checks and consumer re-credit rights.

Account Holder's Signature: 

Date: 10/13/2020



## Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

### Signing Details

Document ID 2986188	Signer Email dournasty81@gmail.com
Document Title CR 3 Agreement	Signer IP Address 107.242.121.30
Sender IP Address 192.107.244.214	Timestamp 2020-10-13T14:18:06-05:00
Number Of Signers 1	Document MD5 Hash d41d8cd98f00b204e9800998ecf8427e

### Document Audit

✓ Sent at 2020-10-13T14:11:41-05:00 from IP 192.107.244.214
✓ Delivered to dournasty81@gmail.com at 2020-10-13T14:13:31-05:00 from 107.242.121.30
✓ Adopted Signature at 2020-10-13T14:17:21-05:00 from 107.242.121.30
✓ Completed Signing at 2020-10-13T14:18:05-05:00 from 107.242.121.30
✓ PDF Generated at 2020-10-13T14:18:06-05:00
Sending Agent Mozilla/5.0 (Linux; Android 9; SAMSUNG SM-J260AZ Build/PPR1.180610.011) AppleWebKit/537.36 (KHTML, like Gecko) SamsungBrowser/9.0 Chrome/67.0.3396.87 Mobile Safari/537.36