



DisputeAgent™ Backend Support Terms and Conditions

BETWEEN:

TCRO SYSTEMS, LLC a Limited Liability Corporation organized and existing under the laws of the State of Delaware, ("VENDOR ")

OF THE FIRST PART
- and -
("COMPANY")
OF THE SECOND PART

Backend Support Terms and Conditions

WHEREAS COMPANY has requested VENDOR to install and maintain certain software/services as hereinafter set forth and VENDOR has agreed to perform such services on and subject to the terms and conditions hereinafter contained;

NOW THEREFORE IN CONSIDERATION of the covenants of each of the parties given to the other, and for other good and valuable consideration, the receipt and sufficiency whereof each of the parties hereby acknowledges, the parties covenant and agree as follows:

1. Nature of Work/Responsibilities – VENDOR shall provide those services outlined in Schedule "A" (the "Services") attached hereto. Should COMPANY choose to host its domain on VENDOR's servers instead of its own, VENDOR has the right to and will systematically monitor compliance with its requirements under this Agreement and under any rules established by VENDOR for its users. COMPANY expressly consents to the monitoring of its server logs, electronically stored files, electronic mail messages and etc, for administrative abuse, .net-abuse, email abuse and new groups. COMPANY is responsible for all sales, customer support as well as gathering contracts and IDs necessary to perform service. All contracts will be between COMPANY and its clients.

2. Compensation to VENDOR - The consideration payable to VENDOR for its Services/Software hereunder shall be based at a setup amount chosen below, billed in advance, and **\$299.95** a month, billed in arrears, for the proprietary TrackStar™ software. COMPANY will have full access to the TrackStar™ software and training to ensure COMPANY complies with highest standards. COMPANY will pay monthly system fees of **\$299.95** to VENDOR due on your anniversary date (1 month after your system is built) payment will be automatically billed to the credit card on file. Should the card on file be declined, your account will be immediately suspended (all access denied) until any balance due is paid. In the event a balance due is outstanding more than 30 days VENDOR reserves the right to terminate COMPANY's account and delete it from their servers within 24 hours. In the event COMPANY's account is terminated with an outstanding balance VENDOR reserves the right to pursue any and all legal means of collecting said balance including but not limited to referring outstanding balance to third party collections.

3. Credits – COMPANY will receive backend support at one (1) credit per person for up to 2 months. An additional 2 month increment is one half (0.5) credit per client should COMPANY wish for VENDOR to continue work after expiration. For convenience to COMPANY, unless marked as canceled or NSF in the system, clients will automatically renew for two consecutive two month periods for a total of six months. Credits are non exchangeable or refundable. New date of expiration on renewal clients will be 2 months from the previous date of expiration, regardless of the date client is renewed in the system. Each month COMPANY is in good standing, **three (3) free credits** will be applied to COMPANY's account.

4. Negative Credits – COMPANY account can go into the negative up to three (3) credits at any given time. Negative credits must be repaid by monthly anniversary date. In the event that VENDOR has reason to doubt COMPANY's financial responsibility, VENDOR may terminate this Agreement and negative credit line.

5. Prohibited Practices – COMPANY shall not, at anytime, make false or misleading statements to consumers, provide services to clients without obtaining necessary contracts or supplying applicable consumer rights notices or violate any state or federal credit services organization laws or guidelines. In support of its efforts to maintain and build a better name for the credit repair industry, VENDOR will not provide backend support to companies that violate terms of this agreement or applicable statutory and federal laws. If VENDOR's quality control determines that the actions of COMPANY are questionable, VENDOR will notify COMPANY immediately for corrective measure. If corrective measure is not taken, VENDOR will discontinue backend support for COMPANY immediately.

VENDOR will not be held liable for actions of COMPANY

6. Confidential Information – VENDOR shall at all times, as long as COMPANY account is in good standing, both during and after the term of this Agreement, maintain strict confidentiality information or data that is obtained by or communicated to VENDOR by COMPANY, business clients or others with whom COMPANY has a business relationship. "Confidential Information" shall include all information (whether or not reduced to writing) received or acquired by VENDOR during the course of the Services hereunder which concerns the customers, business, undertakings or affairs of COMPANY. VENDOR will only provide backend support for COMPANY and will not communicate or deal directly or indirectly with any client of COMPANY.

7. Proprietary Rights – Customer acknowledges that the Tracker software and all information used by VENDOR is proprietary information that belongs exclusively to VENDOR. Customer agrees that during this Agreement and after the expiration or termination of this Agreement, Customer will not in any way copy, duplicate, replicate, modify, adapt, reverse engineer, disseminate or use the Tracker software or any version thereof, without VENDOR's prior written consent.

Customer acknowledges that VENDOR has expended considerable resources and money to develop the Tracker software and proprietary information and that if Customer breaches this Agreement, the amount of actual damages may be difficult to determine. Customer

therefore agrees that if Customer breaches this Agreement, VENDOR will suffer irreparable damages in an amount not readily capable of calculation. Therefore, Customer agrees to pay to VENDOR as liquidated damages the sum of \$1,000 per day, for each day that Customer continues to use, or allows to be used, VENDOR's Tracker software or any replicated, duplicated, modified or adapted version of said software. This amount of liquidated damages is a fair and reasonable estimate of the amount of damages that will be suffered by VENDOR if Customer breaches this Agreement.

Notwithstanding the aforesaid provision for liquidated damages, in the event of Customer's breach of this Agreement, VENDOR has the option of pursuing all remedies available under this Agreement, whether at law or in equity, including claims for injunctive relief and enforcement of its security interests.

8. Conflicts of Interest – This is an exclusive agreement. COMPANY is not permitted to handle backend credit repair work for any client after the date of this Agreement. Any violation of this provision will result in the immediate termination of this Agreement. COMPANY acknowledges that VENDOR may provide Services to other companies and agrees that such engagements will not constitute a breach of this Agreement.

9. Governing Law - This Agreement shall be construed and interpreted in accordance with the laws of the state of Delaware. COMPANY irrevocably agrees to submit to the jurisdiction of the Delaware courts or the jurisdiction of the United States District Court for the District of Delaware over any suit, actions, or proceedings arising out of this Agreement. COMPANY does hereby irrevocably waive any objection which it may have as to venue for any suit or action as being brought in an inconvenient forum.

10. Security Interest. COMPANY hereby grants to VENDOR a security interest in and to any and all information transmitted to VENDOR under this Agreement, including without limitation, electronically stored files, software, domains, servers, websites, customers that VENDOR provides services to or for through its TrackStar Software system. COMPANY agrees that such security interest can be perfected by VENDOR in the event of COMPANY's breach of this Agreement, and that COMPANY shall co-operate in the execution of any documents required for such filing or perfection of such security interest.

11. No Assignment - Neither party shall assign this Agreement or any interest or obligation herein without the prior written consent of the other party.

12. Uncollected Funds – In the event COMPANY has failed to pay for any fees associated with contract, COMPANY authorizes VENDOR to recreate a demand draft check or ACH with the bank, routing number, account number and aba number from any check supplied to VENDOR on a previous payment.

13. Termination/Duration – COMPANY must provide VENDOR with not less than two (2) calendar months written notice of COMPANY's intent to terminate. The notice of intent to terminate must include a written proposal by COMPANY outlining COMPANY's plan of action to continue and complete service to its existing clients.

In the event of termination of this Agreement,

- all credits purchased by COMPANY will be retained by VENDOR and are non exchangeable;
- VENDOR will not be responsible for issuing refunds on clients in the system based on COMPANY's violations of this Agreement or COMPANY's decision to terminate this Agreement; any violation by COMPANY of this Agreement reflects that COMPANY no longer wishes to conduct business with VENDOR;
- COMPANY will remain responsible for performing and fulfilling its contracts, past or present, with its clients and COMPANY will completely indemnify and hold harmless VENDOR from all losses and liabilities arising out of any claims, demands or lawsuits by COMPANY's clients.

VENDOR reserves the right to terminate this Agreement at any time for any reason. Notice of intent to terminate and all notices required to be given by the parties to each other under this Agreement must be given by registered letter or delivered to the parties at their address below, or faxed to the numbers below, or in the case of VENDOR to COMPANY via email.

14. Circumstances Beyond the Control of VENDOR. VENDOR shall not be subject to any liability for delay in performance or non-performance as a result of fire, flood, natural catastrophe, strike, labor trouble, accident, riot, act of government authority, act of God, or other contingencies beyond the control of VENDOR.

15. Attorney Fee's. In the event that any action is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all of its attorney's fees, court costs and expenses.

16. Acceptance By VENDOR. This Agreement is subject to acceptance and counter execution by VENDOR's president and until so counter-signed shall not constitute a binding obligation of VENDOR.

17. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

18. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

SCHEDULE "A"

Attached to and forming part of Agreement between VENDOR and COMPANY.

SERVICES

VENDOR Responsibilities, while account is in good standing

- Install and maintain proprietary TrackStar™ software
- Provide COMPANY full admin access to TrackStar™ software
- Provide COMPANY training and support via telephone and internet
- Provide full access to Support Desk for support tickets from COMPANY to VENDOR
- Provide COMPANY with dedicated email address to send all initial electronic docs on each new client
- Process all paperwork and correspondence for each client during it's active term

COMPANY Responsibilities

- Provide VENDOR single COMPANY Representative to route questions through.
- Provide computer, phone line, printer, internet capability etc.
- Active mailing address for clients to mail in results to your office.
- Mail all **original** results (not copies) from clients at least once a week to our physical address.
- Purchase at least one domain for the housing of TrackStar™ software on our server. COMPANY will not have FTP access to this account
- Provide Reasonable and Customary training, facility and agreeable times for training
- Cease sending correspondence to credit bureaus for clients attained after the date of this agreement
- Send all clients from the date of this Agreement through VENDOR for repair work.
- Comply with all applicable Federal and State laws.

FEE SCHEDULE


- One (1) Credit = \$100
- Initial 2 months = One (1) credit per client
- Additional 2 months = One half (0.5) credit per client
- NSF fee - \$25
- Suspension fee – Two (2) credits
- Manual Processing – One Quarter (.25) credits
 - Credit report reconciles outside of standard credit bureau updates
 - Expediting any bureau disputes sooner than regularly scheduled

1 Credit		½ Credit		½ Credit	
\$100		\$50		\$50	
1 st Month	2 nd Month	3 rd Month	4 th Month	5 th Month	6 th Month

BULK PRICING (Subject to Change – Contact us for latest pricing)

Plan	Amount	Credits	Savings	Cost/Credit
Standard	\$100-\$1,499	0-15	0%	\$100.00
Professional	\$1,500-\$2,999	17.5-35	15%	\$85.00
Business	\$3,000-\$4,999	40-67	25%	\$75.00
Corporate	\$5,000-\$9,999	77-154	35%	\$65.00
Enterprise	\$10,000+	200+	50%	\$50.00

Please Choose Your TrackStar™ Package

Packages	Essentials	Marketing	Premier
	\$1,495	\$2,495	\$3,495
Client/Broker/Affiliate Portals	✓	✓	✓
Credit Repair Website	✓	✓	✓
Demand Draft Printing	✓	✓	✓
Broker Lead Capture Pages	✗	✓	✓
Affiliate Lead Capture Pages	✗	✓	✓
Prospect Autoresponder	✗	✓	✓
Broker Autoresponder	✗	✗	✓
Client Autoresponder	✗	✗	✓
Help Desk	✗	✗	✓
Please Select One:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Setup Configuration

Primary Domain for System

Broker Lead Capture Domain

Affiliate Lead Capture Domain

À la carte Menu

Client/ Broker/ Affiliate Portals

Broker Lead Capture Pages

Broker Autoresponder

Credit Repair Website

Affiliate Lead Capture Pages

Client Auto Responder

Demand Draft Printing

Prospect Autoresponder

Help Desk

Reseller Application

Legal Business Name

Business Trade Name – DBA

Business Street Address

Business Phone

Cell Phone

Fed Tax ID# / EIN# (optional)

D&B # (optional)

Principal Name

Phone

Email Address

Authorized User Name (SPOC)

Phone

Email Address

Credit Card Authorization Form

Company Name

Card Holder's Name

City, State, Zip (as shown on statement)

Phone Number

Credit Card: Visa Master Card

Credit Card#

Expiration Date

CVV Code (on back)

I hereby authorize TCRO Systems, LLC to debit my credit card for the one-time setup fee of _____ as agreed. I acknowledge this transaction for the setup and configuration of my TrackStar™ account. I hereby authorize TCRO Systems, LLC to debit my credit card for the ongoing monthly software fee of \$299.95 for the hosting of my TrackStar™ system beginning 30 days from my setup date and continuing every 30 days thereafter until such time I submit written notice of cancelation signed by a company principal on company letterhead. I understand these monthly software fees are billed in arrears and there will be at least one final fee plus any outstanding balances due upon cancellation.

I understand my setup fees and that I will be charged the credits outlined in item 3 for any client that is submitted through my system. I am compliant with any applicable federal and state requirements.

Card Holder Signature

Please Note: The cardholder must be one of the owners/officers names on the reseller application.

Owner/Partner/Corporate Officer Name

Title

Owner/Partner/Corporate Officer Signature

Date