TRADELINE USER AGREEMENT

PARTIES    This agreement is between Moore Credit LLC(hereinafter “COMPANY”) and the undersigned client (hereinafter “Client”). By signing this agreement, Client certifies that he/she is at least 18 years of age, that the information he/she has provided to COMPANY is true and complete, that he/she is legally authorized to enter into this agreement and authorize the actions of COMPANY as set forth herein, and that he/she will not use any of the services of COMPANY or any information provided by COMPANY for any unlawful purpose.

DEFINITION OF TRADELINE   The term “tradeline” refers to the line-item for a credit account on a credit bureau report.  As used throughout this agreement the term refers to a line of revolving credit, such as a credit card, which forms the basis of the credit bureau report tradeline.  The act of adding Client to another person’s tradeline consists of adding Client as an “Authorized User” on that person’s line of credit, resulting in the tradeline also appearing on Client’s credit bureau report.

SERVICES PROVIDED   COMPANY agrees to use its best efforts to identify one or more tradelines (as indicated in the “Tradeline Order” clause below) on behalf of Client and perform all functions necessary to have Client added to those tradelines as an “Authorized User” before the date of the first billing statement following the date of this agreement for each tradeline. It is understood and agreed by both parties that Client will maintain “Authorized User” status on those tradelines for two (2) billing/posting cycles for each tradeline after being added thereto, after which he/she will be removed therefrom. Accordingly, it is the understanding and intent of the parties that Client will maintain “Authorized User” status on each tradeline for two billing statement dates, and that Client will receive two consecutive postings of each tradeline to his/her credit bureau report and this “Authorized User” status shall be reported by two (2) or more credit bureaus. The parties further understand and agree that Client will only be added to tradelines with the full advance knowledge, consent and participation of the primary account holder of the account to which that tradeline pertains. COMPANY shall coordinate with the primary account holder of the account(s) directly or via the use of a third party entity (“COMPANY Credit Partners”) to ensure the Client is added as an authorized user to the tradeline within two (2) business days, excluding weekends and bank holidays. While COMPANY does not have direct control over such, the Credit Partners are to maintain low balances on their accounts (15% or less of the total credit limit) and they are to keep the accounts in good standing with on time payments.

The FEES  Client agrees to pay the COMPANY are non-refundable and specified in the “Tradeline Order” clause below. Client understands and agrees that this fee is to be paid in full prior to the commencement of any work or delivery of any services by COMPANY. Client understands and agrees that no work will be performed by COMPANY until it has received the entire fee, and that all fee payments received are to be considered earned upon receipt and non-refundable. Client further agrees that in the event any method of payment is returned or declined for any reason, COMPANY may remove that Client from any tradeline to which that Client has been added until such time as that payment has been replaced with good funds.

PROOF OF NON-PERFORMANCE The parties agree that in the event Client’s authorized user status has not posted to two (2) of the credit bureaus in accordance with the “Services Provided” clause above within the reporting period, COMPANY shall refund the Client’s fees to him/her within seven (7) days of the date it receives written proof from the Client of COMPANY’s non-performance, provided such written proof is received by COMPANY by email within twenty one (21) days of the date by which Client’s tradeline should have been reported by as set forth in the “Services Provided” clause above.  The refund instructions and procedure is as follows:

If the reporting period has passed and your tradeline still has not reported please confirm the following:

1. Confirm that the tradeline is not being reported on at least two out of the three major credit bureaus (Experian, TransUnion and Equifax.
2. Confirm that your credit report has been updated with all three bureaus after the last date within the reporting period.

If you are able to confirm both of these points above, then you may request a refund on that tradeline.

All refund requests must be in writing. **Our customer service phone line does not process refunds or have access to your order information.** Please send us an email to rich@moorecredit.us and report the non-posting by providing login information for each credit bureau (Experian.com, Equifax.com, and Transunion.com). Credit Karma is accepted for Equifax and Transunion data.

Our refund department will confirm this information within five (5) business days and once confirmed we will issue a refund on that tradeline within three (3) business days and normal fund transfer times may apply. The refund department is closed on weekends and bank holidays.

AUTHORIZATION Client hereby grants to COMPANY full authority to use his/her information for the sole purpose of adding him/her to the selected tradeline.  In furtherance thereof, Client authorizes COMPANY to perform any and all acts necessary to accomplish the goals of this agreement, and agrees to execute any and all documents necessary to facilitate COMPANY’s performance hereunder, including but not limited to any power of attorney or letter of authorization. Client further authorizes COMPANY to verify and validate through a professional third party verification service of COMPANY’s choice all information provided from the client including but not limited to driver’s license information, social security number, date of birth, full legal name, address, phone number, and any other information provided to COMPANY.

USE OF PERSONAL INFORMATION   Client agrees to provide to COMPANY any and all personal information necessary to allow COMPANY to add that Client to the specified tradeline, including but not limited to color copies of Client’s driver’s license, passport, and social security card. COMPANY agrees that it will use any personal information received from Client solely for that purpose. COMPANY will not use that information for any other purpose, nor will it sell, release, or allow access to that information to any third party not involved in adding Client as an Authorized User, except to the extent necessary to accomplish the goals of this agreement and to remain in legal compliance.

USE OF FALSE OR UNAUTHORIZED INFORMATION  Client agrees that he/she shall not use, provide, or submit to COMPANY, any alternate Social Security Number (SSN), Credit Protection Number (CPN), Employer Identification Number (EIN), Taxpayer Identification Number (TIN), or other similar information that is false, fraudulent, illegal or unauthorized. Upon the discovery of such false, fraudulent, illegal or unauthorized information, COMPANY shall have the absolute right to terminate this agreement, discontinue its services, reverse any services previously performed (ie, remove the Client from any tradelines to which he/she has been added by COMPANY), and contact law enforcement authorities as necessary. Client agrees that in that event, any and all fees, costs and other money and funds of any kind paid to COMPANY shall not be refunded to Client, but shall be retained by COMPANY. It is further understood and agreed that COMPANY’s damages in that event shall not be limited to the fees, costs and other money and funds described above, and that COMPANY does not hereby waive its entitlement to any other damages to which it may be entitled in law or equity.

ASSUMPTION OF RISK    Client understands and agrees that there exists an inherent risk in providing his/her personal information to COMPANY, and COMPANY in turn providing that personal information to COMPANY Credit Partners on Client’s behalf.   Additionally, Client understands there are risks to being associated with someone else’s tradelines as an Authorized User. **Client understands that the Credit Partner’s lenders/credit card issuers may initiate fraud investigations regarding the addition of any authorized users to Credit Partner’s accounts and that claims of bank fraud may be brought against the Client by virtue of having been added as an authorized user to any of the Credit Partner’s accounts.**  Client further understands that the possibility of the Credit Partner defaulting on their tradeline, the possibility of the Credit Partner over utilizing their spending on their account by owing more than 15% of their tradeline, and the possibility for the tradeline being closed exists. In any of these scenarios COMPANY shall issue the Client a full refund and COMPANY shall be subject to the limitations on liability as set forth in the Limited Liability clause of this agreement.

RELEASE Client agrees to permanently and irrevocably release COMPANY and all of its directors, officers, employees, agents, stockholders, representatives, agents, and Brokers from any and all claims, demands, damages and liability of any kind arising from his/her use of the products and services offered and delivered by COMPANY, including but not limited to any actual, consequential, statutory, nominal, punitive, regulatory, criminal and other damages of any kind.

INDEMNIFICATION   Client shall fully indemnify, hold harmless and defend COMPANY and its directors, officers, employees, agents, stockholders, representatives and Brokers from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses including but not limited to attorney’s fees and costs, whether or not a third party claim, which arise out of, result from, or in any way relate to any breach of this agreement or of any legal duty owed to COMPANY, any misrepresentation made to COMPANY, or the provision of any false, fraudulent, illegal or unauthorized information to COMPANY, in each case without regard to any alleged negligence of either party to this agreement or any other third party, and without regard to whether such claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses have merit.

DISCLAIMER   Client understands and agrees that any and all products and services offered by COMPANY are intended to comply with all municipal, state and federal laws, statutes, ordinances, rules and regulations of every kind, and that COMPANY does not condone the use of its products and services for any unlawful, fraudulent, dishonest, unethical or otherwise harmful activity of any kind. Client agrees that any products and services he/she receives from COMPANY will be used only for lawful purposes, and that any unlawful, fraudulent, dishonest, unethical or otherwise harmful activity of any kind shall constitute an immediate material breach of this agreement, and that in any such event COMPANY shall have the absolute right to terminate this agreement, discontinue its services, and reverse any services previously performed (i.e., remove the Client from any tradelines to which he/she has been added by COMPANY). Client agrees that in that event, any and all fees, costs and other money and funds of any kind paid to COMPANY shall not be refunded to Client, but shall be retained by COMPANY. It is further understood and agreed that COMPANY’s damages in that event shall not be limited to the fees, costs and other money and funds described above, and that COMPANY does not hereby waive its entitlement to any other damages to which it may be entitled in law or equity.  Client further understands and agrees that COMPANY reserves the absolute right to cooperate fully with any investigation that may be conducted by any municipal, state, federal or other law enforcement or governmental regulatory agency, and to comply with any subpoena or other order issued by any court of competent jurisdiction or other governmental regulatory agency.  Client further agrees to indemnify COMPANY for any fines or other penalties of any kind that COMPANY may incur as a result of Client’s failure or refusal to cooperate with any such investigation.

ABSENCE OF GUARANTEE/SERVICES PROVIDED   Client understands and agrees that COMPANY cannot, and does not, make any predictions, promises, guarantees, warranties or assurances of any kind with regard to the result or effect of its services on Client’s credit score or other component of credit worthiness. COMPANY does not make any claims as to the improvement of the Client’s credit rating or the removal or correction of any items appearing on the Client’s credit report(s).

LIMITATION OF  LIABILITY   Client agrees that any liability on the part of COMPANY for any damage of any kind that may result from any alleged breach of any part of this agreement or any other act or omission alleged on the part of COMPANY, whether in contract, tort or otherwise, shall be limited to the amount of any fees actually paid by Client to COMPANY under this agreement.  Client further agrees that COMPANY shall not be liable for the acts or omissions of any third party, including but not limited to our credit partners, without regard to whether that third party claims to be, or is in fact, acting on behalf of, at the direction of, or pursuant to any instructions or information provided by COMPANY.

LIMITATION OF ACTIONS  Client agrees that no action, proceeding or litigation arising out of, with respect to, or in any way related to this agreement may be brought against COMPANY more than six (6) months after the first date upon which the basis of that action could have reasonably been discovered through the exercise of due diligence.

CHOICE OF LAW AND FORUM The parties further agree that any and all actions, proceedings or litigation brought to enforce the terms of this agreement, or to otherwise resolve any disagreement or dispute arising under or with respect to this agreement, shall be initiated in San Diego County, California and shall be decided in accordance with the laws of the State of California.

ATTORNEY’S FEES AND COSTS  The parties agree that if any action, proceeding or litigation is brought to enforce the terms of this agreement, or to otherwise resolve any disagreement or dispute arising under or with respect to this agreement, the non-prevailing party will pay any and all attorney’s fees, costs and expenses incurred by the prevailing party in prosecuting or defending that action.

NON-WAIVER   It is understood and agreed that a waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this agreement be construed as a continuing waiver of other breaches of the same or other provisions of this agreement. Neither failure nor delay on the part of any party to exercise any right, remedy, power or privilege hereunder, nor course of dealing between the parties, shall operate as a waiver thereof or of the exercise of any other right, remedy, power or privilege.

SEVERABILITY   It is understood and agreed that if any part of this agreement is deemed to be invalid or unenforceable for any reason, the remainder of this agreement shall be severed from that part and shall continue in full force and effect.

ENTIRE AGREEMENT   It is understood and agreed that this document sets forth the entire agreement and understanding of the parties, and supersedes all other verbal or written agreements made prior to or concurrent with this agreement.

MODIFICATION  It is understood and agreed that no modifications of this agreement shall be binding on either party unless reduced to writing and signed by both parties.

TRADELINE ORDER   Client authorizes and directs COMPANY to identify and add him/her to the following tradelines being purchased.

I  HEREBY  CERTIFY  THAT  I  HAVE  READ  THE  FORGOING  AND  THAT  I UNDERSTAND AND AGREE WITH EACH OF THE TERMS SET FORTH ABOVE AND IN THE DISCLAIMER.

**CLIENT**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

**MOORE CREDIT LLC**:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

**PRIVACY POLICY of MOORE CREDIT LLC**

**WHAT DOES MOORE CREDIT LLC DO WITH YOUR PERSONAL INFORMATION?**

**Why?**Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.

**Please read this notice carefully to understand what we do.**

1. The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Specific product or service needs, Social Security Numbers, Credit Profile, Address &  Payment Information
2. All financial companies need to share personal information to run their everyday business. In the section below, we list the reasons financial companies can share their personal information; the reasons chooses to share; and whether you can limit this sharing

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| --- | --- | --- |
| **Reasons we can share your info** | **Do we share your info?** | **Can you limit this sharing?** |
|  For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes, we may share your info with necessary parties to help facilitate the products and services that you have contracted for. | No |
|  For our marketing purposes— to offer our products and services to you | We may share your information with vendors that assist us in offering various opportunities to you. | Yes, you can opt out of receiving any marketing from us for any products other than the products or service you have contracted for. |
|  For joint marketing with other financial companies | We may share your information with other financial and non-financial entities | Yes, you can opt out of any non-essential sharing with third parties. |
| For our Brokers’ everyday business purposes— information about your transactions and experiences | Yes, we may share your info with Brokered parties to help facilitate your goals | Yes, you can opt out of any non-essential sharing with third parties. |
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**To limit our sharing of information or for ANY Questions: Call us at (205) 382-4810.**

Please note if you are a new customer we can begin sharing your information 5 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However you can contact us at any time to limit our sharing.

***How does Moore Credit LLC* *protect my personal information?***

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, encrypted storage of all personal information, data security and breach protocols and secured files and buildings. All employees are trained and monitored on privacy and security protocols, we monitor all offices with cameras, and protect them with monitored alarm systems, we additionally destroy all physical documents after they are no longer needed, and keep electronic copies of them in a secure encrypted environment.

***How do we collect your personal information?***

We collect your personal information from any and all interactions that you have on our websites, we portals, email communications, telephonic communications, mail services and face to face interactions.

***Information for Vermont, California and Nevada Customers:***

In response to a Vermont regulation, we automatically treat customers with Vermont billing addresses as if they requested us not to share your information with non-brokered third parties, and that we limit the information we share with any Brokers. If we disclose information about you to non-brokered third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transaction and experiences with you. In response to a California law, we will automatically treat individuals with a California billing addresses as if they had requested us not to share their information with non-broker third parties except as permitted by the applicable California law. We will also limit the sharing of information about you with our Brokers to comply with California privacy laws that apply to us. Residents of the State of California may request a list of all third-parties to which we have disclosed certain information during the preceding year for those third-parties' direct marketing purposes. If you are a California resident and want such a list, please contact us at Moore Credit LLC, 1601 5th Ave North Suite 243, Birmingham, AL 35203or contact us at the telephone number listed above. In response to *Nevada* law, we are providing you this notice. You may be placed on our internal Do Not Call List by contacting us at the address set forth above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; e-mail: BCPINFO@ag.state.nv.us.

***Why can’t I limit all sharing?***

Although federal law does not require us to, we give you the right to limit any sharing that is not directly needed to facilitate our contracted services and or delivery of contracted products.

***What happens when I limit my sharing for an account I hold jointly with someone else?***

We limit sharing for both individuals to ensure protection of your wishes.

**Definitions:**

**Brokers:** Companies related by common ownership or control. They can be financial and non-financial companies.

**Non-Brokers**Companies not related by common ownership or control. They can be financial and non-financial companies.

**Joint Marketing:** A formal agreement between non-brokered financial companies that together market financial products or services to you.