

# BEST CREDIT

Your Prescription For Superior Credit



## Client Authorizes or Acknowledges the Following:

Client authorizes Best Credit Rx to prepare all the necessary correspondence which will allow Client to clarify whether certain information which may be contained on Client's credit file(s)/report(s) is accurate. Client agrees to inform Best Credit Rx as to which items need to be disputed, specifying how each item needs to be disputed, on Client's credit file(s)/report(s).

Best Credit Rx's goal is to provide credit repair services to assist Client in achieving an accurate credit report. Client hereby acknowledges that Best Credit Rx does not guarantee any specific outcomes or results on behalf of Client, but agrees to provide the specific list of services as fully described in this Agreement. Best Credit Rx does not charge for, nor shall Best Credit Rx collect for, any services, until such services have been fully performed. Best Credit Rx does not agree to remove accurate and/or verifiable information from Client's credit file. Client hereby acknowledges that active participation in providing Best Credit Rx with all requested documents, forms, and information including investigation results, is essential to providing the credit services for Client. Best Credit Rx does not provide tax, legal or financial advice. If Client needs any type of legal advice, Client must contact a licensed attorney.

Buyer may review his or her consumer reporting agency file at no charge if a request is made to the consumer reporting agency within thirty (30) days after receiving notice that credit has been denied.

## CLIENT OBLIGATIONS

1. Client will need a Proof of Identity and a recent utility bill showing the correct address (phone bill, gas bill, electric bill, etc...)
2. Client agrees to maintain a "credit monitoring system" and provide Best Credit Rx access to that account. If client fails to keep an active monitoring account and fails to provide credit results, client's file shall assess a \$100 cancellation fee.
3. Client agrees to forward all mail received regarding their credit file to Best Credit Rx with 5 days of receipt.

4. Client agrees not to pull or authorize to be pulled any credit at any time, unless suggested by Best Credit Rx to establish new revolving credit lines, during this agreement because it is just as bad as bad credit. Client agree not to have any new "Late Pays," "Collections," "New Credit Pulls," or derogatory items appear on client credit report during the term of this agreement.
5. Client agrees to pay at \$35 reinstatement fee if payment is declined. Client agrees to pay a \$35 NSF fee for dishonored checks.

**Authorization to Communicate on Behalf of Client:**

Client understands they have authorized an agent of Best Credit Rx to communicate on behalf of Client to the three major credit bureaus also known as Trans Union, Equifax/CSC and Experian, file complaints as needed which may include to the Attorney General, FTC, CFPB or other entities at the discretion of the company. Client agrees to sign if needed a power of attorney granting Best Credit Rx or an agent thereof this specific right. Best Credit Rx further agrees to assist Client in the initial procurement of credit reports. Best Credit Rx, at its discretion, may retain all correspondence and materials used and produced by Best Credit Rx and provided to Best Credit Rx by Client or any other third party.

It is critical that credit reports and all other correspondence received by Client relating to their credit report(s) be provided to Best Credit Rx within 5 days from Client's receipt of such materials or immediately provide such materials to Best Credit Rx upon request of Best Credit Rx. It is extremely important that Client sends such credit reports and/or correspondence timely to Best Credit Rx. Client is responsible for notifying Best Credit Rx when credit reports are not received on the date required by Best Credit Rx. In the unlikely event Client does not receive their credit reports within 5 days from start date of Agreement, or if Client is for any reason unable to provide their credit reports to Best Credit Rx within 5 days from start date of Agreement, then Client agrees to immediately notify Best Credit Rx in writing of their inability to obtain their credit reports.

An estimate of the date of completion for the first round of work to be completed is between seven to ten days, provided the Client has timely provided his or her credit report(s) and other necessary documentation to Best Credit Rx.

There is a \$35.00 processing fee for returned checks and non-sufficient credit card or debt cards. Returned checks must be replaced with cash or money order within one day (24 Hours).

**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 Parties.

**Dispute Resolution:**

In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, conscionability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Washington County, State of Arkansas or in the county in which the consumer resides in accordance with the Laws of the State of Arkansas for agreements to be made in and to be performed in Arkansas. The parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (except attorney's fees) of arbitration equally. If the consumer's share of the cost (not fees) is greater than \$2,000.00 (Two-thousand dollars), the company will pay the consumers share of costs in excess of that amount. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled

to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination.

### **Company's Right to Conduct Business Electronically, to Contact Client via SMS Text and via an Autodialer, and the Company's Right to Use Pre-Recorded Messages When Contacting Client**

Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments, and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client has a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. However Client's withdrawal of Client's consent to conduct business electronically can only occur if applicable law specifically requires Company to provide a paper copy of electronic documents. Withdrawal of consent will slow the speed at which Company can complete certain steps in transactions with Client and delivering services to Client. To inform Company that Client either withdraws Client's consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update Client's information, Client may send such request to: Best Credit Rx 70 N. College Ave, Suite #14, Fayetteville, AR, 72701.

Client acknowledges and agrees that the internet is considered inherently insecure. Therefore, Client agrees that Company has no liability to Client whatsoever for any loss, claim, or damages arising or in any way related to

Company's responses to any electronic communication, upon which Company has in good faith relied. At all times, Client maintains the sole obligation to ensure they can receive Company's electronic communications, and access them on a regular and diligent basis. Client also agrees to be contacted by telephone on Client's landline and/or cell phone by Company irrespective of whether the Client's telephone number appears on any state or federal "Do Not Call" lists. Client further agrees that Company may use a computerized dialing system to contact Client via telephone or SMS text and Client may use a pre-recorded message when contacting Client via telephone or SMS text. Client understands that his or her consent to be contacted does not require Client to purchase any goods or services from Company. To inform Company that Client either withdraws Client's consent to receive communications from Company as described directly above, or to update Client's information, Client may send such request to: Best Credit Rx 70 N. College Ave, Suite #14, Fayetteville, AR, 72701 or email:info (at) Best Credit Rx (dot) com

**Governing Law:** This Contract shall be governed by and construed according to the laws of the state of Arkansas.

**Affiliate Service Provider** While it is not the current policy of Best Credit Rx to use an affiliate service provider, Company has the option of fulfilling the credit services through a credit services processor or affiliate to best serve client. Utilizing an affiliate provider may include realtors and mortgage lenders or other service providers who may monetarily compensate Best Credit Rx.

**Availability of Non Profit Credit Counseling:** Nonprofit credit counseling services are available for consumers who are currently behind in bill payments or need help in budgeting financial affairs. Client hereby agree to the terms set forth herein and the chosen Plan and payment.

In consideration of the services provided to client by Best Credit Rx, as described above, client hereby authorize Best Credit Rx to initiate a debit entry to client credit card or bank account indicated above at the depository financial institution named above, hereinafter called DEPOSITORY, and to debit the same to such account for the amount listed above. Client acknowledge the origination of credit transactions to client account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect for the term of this agreement or until client indebtedness to

Best Credit Rx is fully satisfied, whichever is later. Client may only revoke this authorization by contacting Best Credit Rx directly at the address and phone number listed above.

Client hereby acknowledge client has received a copy of this Service Agreement (and any applicable addendum's, exhibits, and/or attachments), the Privacy Policy, the Consumer Credit File Rights Under State and Federal Law disclosure statement, the Limited Power of Attorney, and two copies of the Notice of Cancellation.

## DISCLOSURE STATEMENTS

All clients of Best Credit Rx must read and understand the following statements.

- Client understands this is a binding agreement.
- Either party may cancel this agreement at any time.
- Best Credit Rx shall, within the course of 5 to 7 business days of signup, set up clients with their online private client site which will allow them to check progress throughout their service.
- A username and password will be provided to the client to access their online client portal.
- Best Credit Rx will prepare client audit within 5 – 7 days and deliver via the online client portal before the audit fee is charged.
- Best Credit Rx shall prepare challenges for items appearing on the customer's credit reports in accordance with the FCRA.
- After each consecutive round of service, Best Credit Rx shall prepare all follow-up challenges, as allowed by the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act or other laws applicable.
- All items repaired or removed will be posted to the client's online portal, which is accessed online by username and password provided to client upon initiation.
- Best Credit Rx shall assist client in determining the action to take with each account in regards to that client's file.
- Best Credit Rx is available to review the client's personal credit file by calling the customer service numbers provided upon enrollment.
- Client acknowledges receipt of two (2) copies of a Notice of Right to Cancel.

- Client acknowledges receipt of Consumer Credit File Rights under State and Federal Law.
- Best Credit Rx shall also provide a client services staff for assistance in answering questions regarding a client's account.
- Best Credit Rx will ONLY challenge items as allowed by law.
- Client understands that we will use <https://www.optoutprescreen.com/> and remove them from receiving any offers during our service.

**THE FOLLOWING ARE PART OF BUT NOT CONSIDERED TO BE A COMPLETE LIST OF OUR SERVICES.**

Best Credit Rx shall provide you the following services:

- Thorough, line by line review of the credit report (s) and assessment of score. Discuss plan for improving credit profile.
- Initiate the dispute process on any misreporting, inaccurately reporting, unverifiable items, or items out of date showing on the credit report(s) after consultation to determine legitimate items vs. illegitimate accounts with client(s).
- Initiate contact with any collections companies that the client disputes.
- Review the file every 45 days and update it for any changes generated by disputes and prepare for the next filing. Check for current bill copy. Initiate customer contact with any questions after review.
- Every 30- 45 days, on average, initiate contact if needed with the credit bureaus to challenge their findings or initiate additional disputes.
- Cease and desist phone call letters to any collection agencies at the client's request.
- File formal complaints with the Federal Trade Commission and/or Consumer Finance Protection Bureau on clients behalf should it be warranted and the client agrees.
- Ensuring that the credit report(s) list only accurate, verifiable information, listing under the guidelines of the Federal Fair Credit Reporting Act, Federal Debt Collection Practices Act (concerning collection), HIPPA, Dodd Frank Act, and any applicable State laws.

- Educate the client on credit. Including but not limited to an email newsletter containing information on credit and how to properly utilize it along with any other pertinent information.
- Use <https://www.optoutprescreen.com/> and remove them from receiving any offers during our service.