The Law Office of Fox, Kohler & Associates, PLC

Attorneys-at-Law

A Federal and Multi-State Consumer Rights Law Firm

POLICIES AND PROCEDURES

INTRODUCTION

This document provides you with information on the Firm's policies and procedures. The Engagement for Attorney Representation and Credit Correction Legal Services letter included in your application outlines the legal services we will provide you as they relate to your credit report. As defined in your Engagement Letter, the firm will represent you as an Attorney for the sole purpose of asserting your rights under applicable consumer credit protection laws in regards to your credit report. This document is supplementary to the Engagement Letter. Your signed Engagement Letter binds you to the Policies and Procedures outlined herein.

CREDIT CORRECTION: SCOPE OF REPRESENTATION

The Scope Representation is limited to: Reviewing your credit reports to assert your rights under various consumer credit protection laws, corresponding with the credit reporting agencies and information furnishers as is reasonably necessary, requesting the credit reporting agencies provide verification of select accounts, reviewing correspondence received from credit reporting agencies and information furnishers, pursuing any legally acceptable strategy to ascertain that you credit file contains verified information and evaluating the merits of a case should a violation of your consumer rights occur.

Should you have additional matters you'd like assistance with, please speak with Client Support. National Legal is a full service consumer's right law firm.

As a reminder, our service does <u>not</u> include: Resolving, paying or negotiating your debts, preparing court or litigation documents, making an appearance in any court of law or being the 'Attorney of Record' with any court or providing advice on matters in litigation and/or unrelated to your credit report.

National Legal is not a credit repair organization and does not provide credit repair services. Our credit correction service is the practice of law. Unlike credit repair organizations, we provide direct Attorney Representation by an Attorney licensed in your state to assert your legal rights under federal law.

MUTUAL COOPERATION AND OPEN COMMUNICATION

Open communication and mutual respect between us is essential. We ask that you take an active role in your credit correction.

You agree to: Provide accurate and truthful information; Provide us with as many means of communication available to you, including cell, home, work phone number, and email, as applicable; Honor contractual pricing obligations; Call if confused or concerned; Send to us all communications from the credit bureaus and your creditors in a timely manner and Comply with the Attorney Engagement Letter and this Policies and Procedures.

You agree not to: Restrict our means to communicate with you, interfere with our processes or our contractual or legal obligations, Become confrontational or place unreasonable demands upon us; Treat staff inappropriately or use verbal or written offensive or disrespectful language.

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We agree to: Be cooperative and respectful; Return calls and emails to each other promptly, be reasonably available during our normal business hours for discussions; Do our best.

Be Patient. Credit and debt issues cannot be resolved overnight. We ask that you please be patient and confident in the process and allow adequate time for the process to be successful. As a law firm we cannot promise a particular result within an absolute timeframe. We can promise that we will provide top level service to ensure the best results possible.

Mail Received from the Credit Bureaus and Creditors: As part of the process, it is common for the credit bureaus and your creditors to send mail directly to you. It is vital to the success of your program that you forward any documents you receive the credit bureaus to our office you updated credit reports and dispute response directly to you. Please monitor your mail closely as mail from the bureaus tend to be very non-descriptive and easy to overlook.

No Debts are Resolved: You are a client of National Legal to assist you with matters concerning your credit reports. This does not include paying and/or negotiating with your creditors or advice about such matters.

Collection Calls. The scope of your credit correction service includes representation to assert your rights regarding your credit file. It does not cover the management of collection calls or our firm speaking with your collectors. We ask that you do not refer your creditors to our office. If you are finding collection calls challenging, please speak with Client Support Division to learn about additional services that may be available.

As a reminder, all calls may be recorded for training and quality assurance purposes.

PAYMENT AND CONTACT INFORMATION

To reach our Client Support Division:

Phone: 1.800.331.6967

Email: support@nationallegalcenters.com

For an update in an instant, you can log on to your private account portal here:

https://www.creditstatusnow.com.
You will find valuable information about your case such as what items are out for correction; what items have been corrected or removed; and the credit correction process in general. You will see charts that quickly depict the status of the disputes for each credit report. You can also upload documents for our review or send us a message or question about your case. Log in regularly to keep track of the progress of your case.

Payments:

Should you need to make a change to your payment, this request must reach our office no later than 5 business days prior to the scheduled date of the payment.

MUTUALITY OF OBLIGATIONS

Indemnification: You agree that any collection activity, demands, or lawsuits are unrelated to our services and would occur regardless of our involvement. You agree to indemnify, defend and hold harmless National Legal Center, its agents and assigns from and against any and all claims, actions or damages taken by

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creditors, in enforcement of judgments or any other debt collection activities, legal or otherwise, or any other action by any creditor or third party, from and against any and all claims or actions including, but not exclusive of: garnishments, levies, wage assignment, repossessions made by or through any third party, consequences as a result of derogatory credit reporting, third party charges against your bank account, fees or penalties charged by creditors, including but not limited to creditors of Client arising, directly or indirectly, out of: any act of omission by Client, its agents, successors and assigns, including, but not limited to failure by you to comply with its obligations, hereunder, any act or omission by a third party or creditor's negligence associated with the terms of any resolution. The Firm, its agents and/or assigns, will be liable to you only for the damages arising directly from intentional misconduct or gross negligence in the performance of the Engagement Letter. This entire Indemnification clause and acknowledgments shall survive the termination of your Agreement.

Dispute Resolution • Arbitration • Choice of Law: Each party agrees to enter into good faith discussions and if needed, allow up to 180 days to seek resolution prior to either party filing a formal complaint. Any dispute that cannot be resolved between the parties after 180 days must be resolved by binding arbitration that replaces the right to go to court before a judge or a jury which may limit each party's rights to discovery and appeal. This agreement shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association. Neither party may bring a class action suit or other representative action in court, nor bring any claim in arbitration as a class action or other representative action. The laws of the State of DE shall govern this agreement and arbitration proceedings may occur by teleconference for convenience. Each party agrees to share in the Arbitrator fee. Judgment upon the decision of the Arbitrator may be entered into any court having jurisdiction. The prevailing party shall be entitled to recover reasonable legal fees and costs, including Attorney's fees. Should you enter into a payment plan outside of the original schedule or we reschedule legal fees to accommodate your finances and you default, we reserve the right to bring legal action to enforce the agreement.

Sharing of Client Information with Third Parties • Attorney Sharing of Data: The sharing of information with third parties is necessary to carry out service and fulfill our obligations. Attorney may share data to: 1) Dispute and/or verify information on your credit report; 2) Bring an action or demand against a creditor or creditor's agent; 3) Communicate with third parties that you request such as a potential employer, landlord, or potential lender, etc.; 4) negotiate a claim. There are no guarantees that sharing your data will benefit you. You expressly authorize Attorney to share your information as Attorney deems fit and the sharing of this information is not privileged.

USA Patriot Act Compliance: As required by the USA Patriot Act, you authorize National Legal Centers to take reasonable and practical measures to verify the accuracy of the information you have provided in the application portion of your Agreement, as well as to verify your identity by, including and without limitation, securing or accessing your credit report, and/or obtaining any other information about you in order to assist in combating terrorism and preventing our system from being used for any impermissible, illegal purpose.

PRIVACY POLICY

As professionals engaged in the provision of legal services to clients nationwide, National Legal Center is committed to protecting the privacy of confidential and personal information of our clients. The security of your personal information is a very high priority for us and we take a number of steps to safeguard it. National Legal may collect personal information that you provide during your application and ongoing as you provide updated information. A description of the Privacy Policy applicable to your Account is provided below.

Collection and Use of your Personal Information: Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by a third party payment processor or on its behalf,

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is used for (1) specific business purposes to protect and administer your Account and initiate your authorized transactions; (2) to assist in the design or improvement of products and services; (3) to identify additional products or services offered by payment processor and/or its affiliated companies that may meet your needs; and (4) to comply with state and federal banking regulations. Only approved and authorized personnel will have access to such information. To further protect your information, auditing mechanisms are in place to identify anyone who may have accessed and in any way modified your personal information.

Limited Access to Personal Information: Access to your personal information is limited to only those personnel with a business reason for accessing such information. In addition, all personnel are trained and educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.

Third-Party Disclosure Restrictions: All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.

ON HOLD / CANCELLATION OF ACCOUNT

On Hold Status & Consequences: An 'on hold' status is the first step toward cancellation. Typically unresolved insufficient payments, continuing insufficient payments, or the lack of consistency in making your monthly payment, will place an account in an inactive status. Please be mindful that if you aren't able to fund your Resolution Account, we can't work effectively on your behalf. Furthermore, the lack of consistent payments will also impact the length of your schedule

<u>How to Cancel</u>: If you choose to cancel your program simply call Client Support Services at 1-800.771.3533 or return the Cancellation Form from the Application. You will need to request cancellation at least 5 days prior to your next draft date to stop the scheduled draft.

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