

# Welcome to Active Credit Score!

**This Services Agreement** (the “Agreement”) is entered into as of the date identified below (the “Effective Date”) between you, as the client identified below (“you” or “Client”) and Active CS LLC (“Active SC”), with a principal address of 3030 Starkey Blvd., New Port Richey, FL 34655. Active CS will provide services on your behalf as further described in this Agreement (the “Services”). It is important that you read and understand this Agreement before signing it.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of such parties hereby agree as follows:

## **I. Referral Process.**

In order to determine the best options for your referral, a representative of the Active CS team will first ask you a series of questions designed to determine the exact category of referral services you need. The Active CS representative will then assist you with examining your credit score by providing you with resources to assist with obtaining copies of your credit reports from the three major credit reporting agencies (Experian, Equifax and/or Transunion). Because there is a possibility that your credit score may be artificially lowered by incorrect or mistaken information, the Active CS representative will give you an educational questionnaire that will provide some brief information regarding common mistakes on credit reports and what steps you would like to take if such incorrect information is discovered on your credit reports. Once you have completed the questionnaire, the Active CS representative will begin the following analysis and dispute process (referred to as the “Dispute Process”):

The Active CS representative will upload your credit reports into a specialized software that will identify inaccurate information contained on your credit reports, and, in the event that inaccurate information is discovered on your credit reports, assist you with drafting and submitting letters to dispute and/or request validation for any such information with the necessary parties (“Dispute Letters”), pursuant to applicable law. Additionally, if inaccurate information is discovered on your credit reports, the Active CS representative will offer you the ability to have your case referred to a third-party affiliate attorney (an “Affiliate Attorney”) to assist you and advise you with your dispute process.

The Active CS representative will then provide you with instructions on how and where to mail the Dispute Letters to dispute the inaccurate information on your credit reports, or alternatively, mail the Dispute Letter on your behalf with your authorization. In the event that any responsive correspondence is received from any of the credit reporting agencies to which you have mailed a Dispute Letter, the Active CS team will assist you with reviewing the responsive correspondence. Additionally, the Active CS team will thereafter, with your authorization, access your updated credit reports, and

assist you with reviewing your updated credit reports to determine whether the disputed issues have been properly resolved. In the event that any of the disputed issues were not resolved, we will notify you of such remaining issues. If you opted to have your case referred to an Affiliate Attorney, Active CS will request your permission to contact the Affiliate Attorney to apprise them of the fact that the relevant credit reporting agencies have failed to correct any such disputed issues, and you will have the choice to use such Affiliate Attorney to assist you with bringing any potential legal action to enforce your rights under the Fair Credit Reporting Act and/or other federal and state law, as applicable.

## **II. Term of Agreement.**

a) This Agreement is valid for one (1) year from the Effective Date (the “Initial Term”). Upon the expiration of the Initial Term or any renewal term of employment, the term of this Agreement shall be automatically renewed for a one (1) year period (each, a “Renewal Term”) (the Initial Term and all subsequent Renewal Terms are hereinafter referred to as the “Term”).

b) You agree to allow Active CS to reopen the Referral Process (section I) up to three (3) times per year upon the ending of the previous resolution of the legal procedure. Each time Active CS reopens the Referral Process, Active CS guarantees to refrain from charging you any fees upon the initial agreement.

You may cancel this Agreement and Active CS’s Services at any time before the Referral Process commences or after the resolution of the legal procedures without any penalties or fees by delivering a 30-day written notice to Active CS’ mailing address which will state your intent to cancel the Agreement. Additionally, Active CS may cancel this Agreement with a 30-day written notice delivered to you. Please note that cancellation of the Agreement by either party does not relieve you of any obligation that you have already incurred under this Agreement as of the date of such cancellation.

## **III. Client Assistance Obligations.**

In order to assist Active CS with providing the Services as described herein, by signing this Agreement, you agree to (i) provide Active CS with any information necessary to confirm your identity and/or facilitate the Services, including a valid ID, your Social Security Number, and a recent utility bill demonstrating your correct mailing address, as requested by Active CS; (ii) provide Active CS with all information related to your credit and all other relevant information, as requested by Active CS; and (iii) forward to Active CS all correspondence related to the Services that you receive in a timely manner, and you acknowledge that a failure to forward such correspondence to Active CS may result in a delay or non-completion of Active CS’s Services.

#### **IV. Nature of Services.**

ACTIVE CS MAY OFFER INFORMATION RELATED TO THE SERVICES, INCLUDING WITHOUT LIMITATION INFORMATION RELATED TO CREDIT REPORTING; HOWEVER, ACTIVE CS CANNOT AND DOES NOT PROVIDE LEGAL ADVICE (I.E., THE APPLICATION OF THE LAW TO YOUR INDIVIDUAL CIRCUMSTANCES). ACTIVE CS, ITS EMPLOYEES, AND ITS AGENTS ARE NOT ATTORNEYS AND THEREFORE CANNOT PROVIDE LEGAL ADVICE. IN THE EVENT THAT YOU HAVE ANY QUESTIONS AND/OR CONCERNS OF A LEGAL NATURE, PLEASE SEEK ADVICE FROM A QUALIFIED AND LICENSED ATTORNEY THAT IS AUTHORIZED TO GIVE LEGAL ADVICE. FURTHER, YOU ACKNOWLEDGE THAT ACTIVE CS HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER THAT THE SERVICES PROVIDED BY ACTIVE CS WILL RESULT IN ANY PARTICULAR OUTCOME. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU READ AND UNDERSTAND THE ABOVE.

#### **V. Affiliate Attorneys.**

In some cases, Active CS will offer you a qualified Affiliate Attorney who will provide you with legal assistance and conduct your case. Active CS will seek your consent to disclose your personal information to a third-party attorney for purposes of referring your case to an attorney experienced in the area of law related to the circumstances at issue. Upon your consent, Active CS will relay the necessary Personal Information to the third-party Affiliate Attorney. All subsequent agreements between you and any third-party Affiliate Attorney shall be solely between you and such third-party Affiliate Attorney. In such cases, Active CS cannot and will not endorse or vouch for such Affiliate Attorney's credentials, abilities, competence, character, or other professional qualities, and you expressly acknowledge that Active CS's referral to a third-party Affiliate Attorney shall not be considered an endorsement or voucher for such Affiliate Attorney's credentials, abilities, competence, character, or other professional qualities. Further, in the event that Active CS refers your case to an Affiliate Attorney, Active CS will not analyze your legal problems when determining which Affiliate Attorney should receive the referral.

a) In the event that Active CS refers your case to an Affiliate Attorney, who will hereupon conduct your case, you agree to sign an online form, titled "Payment Directive". It is a legally binding agreement between Client and Active CS which comes into effect once signed that states that you are to pay a portion of the settlement upon resolution of legal procedure.

b) In the event that the Affiliate Attorney who you were referred to wins the lawsuit and receives the monetary compensation on your behalf, you agree to repay an amount of 75% of the monetary award to Active CS after the Affiliate Attorney recoups his portion of the monetary compensation.

## **VI. Penalty Clause.**

Active CS works only on contingency fee and does not charge you for any of the services upfront.

Breach of the provisions stipulated in Clauses I. (Referral Process) and V. (Affiliate Attorneys) above shall be sanctioned by the payment of compensation.

a) Should you decide to refuse to continue using Active CS Referral Service after you have already accepted Active CS services and the Referral Process has already started, you agree to pay an amount of one hundred and fifty dollars USA (\$150) to Active CS as a compensation of expenses.

b) Should you decide to cancel your previous agreement of using an Affiliate Attorney's services (prior to signing the Payment Directive online form), you agree to pay an amount of three hundred dollars USA (\$300) to Active CS as a compensation of expenses.

## **VII. General Terms.**

a) If any provision of this Agreement is held to be inapplicable or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties hereto, with the other provisions remaining in full force and effect. Further, this Agreement is deemed to have been made and entered into exclusively in the State of Florida. This Agreement and its enforcement shall be governed exclusively by the laws of the State of Florida, without regard to its conflict of law provisions.

b) You agree to defend, indemnify and hold Active CS and its officers, members, managers, employees and agents harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of Active CS's provision of the Services to you under this Agreement or your breach of this Agreement, except for claims, demands, actions, liabilities, costs or damages arising out of Active CS's gross negligence or willful misconduct. You further agree to pay Active CS' reasonable attorneys' fees and costs arising from any actions or claims eligible for indemnification under this Agreement.

c) This Agreement represents the final and entire agreement between you and Active CS and shall supersede all other agreements between you and Active CS regarding the subject matter hereof.

VIII. Dispute Letter Authorization.

Please indicate below if you agree to authorize Active CS and/or any affiliate of Active CS to send out one or more Dispute Letters (as defined above) on your behalf

- ☒ Yes, I authorize Active CS and/or any affiliate of Active CS to send Dispute Letters on my behalf
- ☐ No, I do not authorize Active CS and/or any affiliate of Active CS to send Dispute Letters on my behalf

**BY SIGNING BELOW, YOU HEREBY AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHER, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND THE CONTENTS OF THE AGREEMENT PRIOR TO SIGNING BELOW.**



Client's Signature

Tiffany Wynter

Print Name

February 25, 2021

Effective Date