
Terms of Service Agreement

THIS AGREEMENT IS MADE BETWEEN DEBT COLLECTORS WORLDWIDE, LLC. HEREIN REFERRED TO AS DCW and "SIGNER", HEREIN REFERRED TO AS CLIENT.

1. Upon placement of a claim(s) DCW will use its best efforts to collect the claim on behalf of CLIENT.
2. CLIENT warrants the validity, amount and authenticity of all claims placed with DCW for collection. Upon request, CLIENT agrees to forward documentation to DCW to prove the amount, and authenticity of the claim.
3. CLIENT may withdraw a claim placed with DCW only where a) there has been no activity on the claim in the preceding sixty (60) days and b) the claim has not been forwarded to an affiliated attorney. All withdrawals must be done via facsimile to (561)910-4717 by CLIENT, and any commission then due and payable to DCW must be paid before a claim is deemed withdrawn. Any claim canceled by CLIENT while payments are being made will be billed by DCW for the full anticipated commission due on the entire amount of the original claim assigned to DCW. There is a fee of 10% of the principal balance of the claim for administrative, initiation and clerical expenses on any claim withdrawn by CLIENT not in accordance with the provisions of paragraph 3a and 3b.
4. CLIENT shall report all direct payments made on a claim within three (3) business days of receipt of payment, and the commission due on the direct payment shall be remitted to DCW within (3) days. Once a claim is placed with DCW for collection, CLIENT shall not instruct debtors to make payments directly to CLIENT. CLIENT agrees to forward all communication with the debtor to DCW.
5. All claims placed with DCW by CLIENT that are under one (1) year in age from the delinquency date shall be billed at a rate of 30% of all funds collected. All claims placed that are over one (1) year in age from the delinquency date shall be billed at a rate of 40% of all funds collected. Any claim, regardless of age, with a balance owed under \$1,000.00 shall be billed at a rate of 50% of all funds collected. Any and all fees incurred during the collections process shall be passed to the client. Any claim that is forwarded to an affiliated attorney of DCW shall be billed at a rate of 50%. DCW is entitled to their full commission due on any payment(s) received, regardless of payer or whether paid to DCW or CLIENT once the claim is submitted.
6. Any merchandise returned to CLIENT by Debtor shall entitle DCW to a commission equal to 10% of the actual invoiced amount.
7. Any claim placed with DCW by CLIENT that is discovered to have been previously paid or placed by CLIENT in error will be billed by DCW to Client at a rate of 10% of the placed amount as an administrative, clerical and initiation fee.
8. CLIENT understands that DCW may, at their discretion, forward a case or a claim to an outside law firm or collection network to assist in the recovery of said claim, and hereby grants DCW permission to do so. It is further understood that CLIENT must give approval if such a transfer will result in additional charges.
9. DCW shall account to CLIENT monthly, all funds collected by DCW on CLIENT'S behalf and all remittances and/or invoices will be sent at this time.
10. CLIENT grants to DCW and to any affiliated attorney or collection firm that may be forwarded CLIENT claim(s) the express authority to endorse and negotiate any check, draft or other negotiable instrument made payable to CLIENT for deposit in trust for distribution to CLIENT after deducting the commission and fees due DCW under this agreement.
11. In no event shall DCW be liable in any respect for the inability to collect any claim placed by CLIENT for collection. It is understood and agreed that DCW is not a guarantor of any specific

result on accounts placed by CLIENT.

12. DCW agrees and shall hold harmless CLIENT from any claim, demand, action, or judgment, including all reasonable legal fees arising out of any action done by DCW in connection with the collection of any claim(s) placed by CLIENT, which is not a result of a violation by CLIENT of any portion of provision 2.
13. This agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof is found to be invalid or unenforceable, then that provision shall be deemed to be severed and removed and the remaining provisions shall remain valid and in full effect.

Signature:

A handwritten signature in black ink, appearing to be "dave tester", written over a horizontal line.

dave tester 06/27/2024