**PRUDENT CREDIT SOLUTIONS, INC.**

**CREDIT SERVICES AGREEMENT**

This Credit Services Agreement (“Agreement”) is made on this 20 day of Sep, 2020 (“Effective Date”), by and between Prudent Credit Solutions, Inc. (“Prudent”) and ARARAT ARTHUR PAPYAN (“Client”) (collectively the “Parties”).

1. **DESCRIPTION OF SERVICES**

This Agreement is for the limited purpose of credit restoration and/or credit improvement services (collectively, the “Credit Services”). Prudent will help the Client restore and improve creditworthiness by utilizing its expertise in the Credit Services industry to the maximum extent possible. While Prudent may advise the Client of possible approaches to resolving the Client’s credit issues based on the Client’s unique situation, such advice shall be taken merely as opinion of professional experience and knowledge; it shall not, in any way, be construed as a directive or suggestive of the Client to take any action. The Credit Services and this Agreement do not encompass attorney or legal representation and services. If a violation of consumer rights is revealed in the Credit Services course, Prudent will refer the Client to appropriate attorneys or law firms upon the Client’s request. The Client’s decision to pursue any legal action in the credit restoration process is the Client's sole responsibility, and Prudent is not liable for the Client’s course of actions and cannot guarantee outcomes therein.

1. **CLIENT RESPONSIBLITIES**

The Client agrees to cooperate and work diligently with Prudent concerning the Credit Services, including, but not limited to, agreeing to be available for in-person-meetings or teleconferences with Prudent. The Client agrees to provide all necessary information to Prudent to render its services to the Client, including but not limited to credit monitoring login credentials and answers to any security question and PINs. The Client further agrees to promptly provide Prudent both the original (physical) and electronic copies of all correspondence (including but not limited to, prior letters, credit card statements, collection letters, contracts, bankruptcy papers, divorce decrees, etc.) within five (5) days upon request from Prudent. The Client agrees to use Prudent’s services exclusively during the contract period. The Client further agrees to be forthright with Prudent and take sole responsibility for the authenticity of the information provided to Prudent regarding the Client’s credit file and in connection to the services provided under this Agreement. The Client understands that he will not knowingly instruct Prudent to make, nor Prudent shall advise the Client to make, any false or misleading statements to creditors and credit reporting agencies concerning the official status of credit items in the dispute process. The Client agrees not to take any action that could be reasonably thought to conflict with Prudent’s performance of the Credit Services without consulting Prudent first. The Client’s responsibility is to read, understand, and sign in the consent of the terms incorporated into this Agreement. The Client agrees and acknowledges that Prudent may communicate private and confidential information with the Client via unencrypted email at the address the Client provides. The Client agrees to promptly inform Prudent if the Client’s email address changes by calling 1.844.337.8336 or logging into Prudent’s website at <http://www.PrudentScores.com>.

1. **LIMITATIONS & INDEMNIFICATION**

Client understands that Prudent cannot and does not guarantee the correction or deletion of all negative items, outlined on Attachment F. Client further acknowledges that only incomplete, unverifiable, misleading, erroneous, obsolete, unauthorized, or fraudulent information may be corrected or deleted from the Client's credit reports (to the extent of the inaccuracy). Prudent shall refuse its services to any client who wishes to establish and increase credit without the intention of repaying the borrowed funds. If such intentions become known to Prudent, Prudent shall have the right to cancel this Agreement upon notice and receive payment from the Client for any services completed as of the cancelation date. The Client further agrees to defend, indemnify, and hold harmless Prudent against all claims, demands, losses, suits, or judgments arising from Client's misrepresentations, unlawful conduct, or violations any provision of this Agreement. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PRUDENT SHALL NOT BE RESPONSIBLE TO CLIENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO, OR ARISING FROM, THE CREDIT SERVICES OR THIS AGREEMENT. This Section shall not be interpreted to waive any of the Client's rights under the Credit Services Act of 1984.

1. **DISCLAIMER OF GUARANTEE OR WARRANTY**

Results regarding credit repair vary and are dependent upon the Client’s unique circumstances, which include but are not limited to the tenability of the Client’s desired outcome and the Client’s level of cooperation. Prudent will make every reasonable effort to utilize its expertise in improving the Client’s credit profiles and scores, but expressly disclaims any guarantee regarding the outcome of Credit Services. Results disclosed in testimonies received by Prudent and published on <http://www.PrudentScores.com> are not necessarily indicative average results.

1. **CONFIDENTIALITY**

For the Credit Services' purposes, the Client will provide Prudent with and allow Prudent access to information of a personal and confidential nature. Prudent agrees to take commercially reasonable steps to treat such information as confidential and not to disclose it to any third-party, except pursuant to a court order or in a legal or collections proceeding, nor use such information for purposes other than those reasonably related to the provision of the Credit Services under this Agreement.

1. **PAYMENT FOR SERVICES**

Prudent will charge no fees to the Client unless services are provided. Prudent charges per item per bureau basis. Fees are collected periodically, but only for services previously rendered. Compensation is due and payable within five (5) business days from the notice by Prudent to Client and Exceed (if applicable). The Client understands that payment is due to Prudent for completed work regardless of the Client’s ability or inability to secure the desired funding for which Client is utilizing Prudent’s services. Client shall further be liable for costs of collection or otherwise incurred by Prudent in connection to this Agreement, including, without limitation, $29 for the first and $59 for each subsequent check returned for insufficient funds.

1. **INTERPRETATION**

This Agreement contains the entire Agreement of the Parties with respect to the Credit Services, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement shall be governed by the laws of the State of California, without reference to conflicts-of-laws principles. The headings in this Agreement are for convenience reference only and are not to be used in its interpretation. A signature delivered in counterparts, by email, or facsimile shall be deemed and treated as an original. Should any provision of this Agreement be found to be illegal or unenforceable, such provision shall be deemed stricken from this Agreement, and the remainder of it shall remain in full force and effect. The provision to Client of an information statement under state or federal law shall not be interpreted to make the law from which the information statement is taken to apply when it otherwise would not govern.

1. **DISPUTE RESOLUTION**

Most Client concerns can be resolved quickly and to the Client’s satisfaction by calling Prudent at 1.844.337.8336. In the unlikely event that Prudent is unable to resolve a complaint Client may have to Client’s satisfaction (or if Prudent has not been able to resolve a dispute it has with Client after attempting to do so informally), Parties agree to resolve those dispute through binding arbitration or small-claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a natural arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this agreement will take place on an individual basis; Class-Arbitrations and Class-Actions are not permitted. Prudent will pay all arbitration costs, no matter who wins, so long as the Client’s claim is not frivolous. Moreover, in arbitration, you are entitled to recover attorney’s fees from Prudent to at least the same extent as the Client would be in court. In addition, under certain circumstances (as explained below), Prudent will pay Client and Client’s attorney a special premium if the arbitrator awards you and amount that is greater than what Prudent has offered you to settle the dispute. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Prudent should be addressed to Prudent Credit Solutions, Inc., 5800 S. Eastern Ave., Suite 500, Commerce, CA 90040

Attn: Client Arbitration (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). If Prudent and Client do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Client or Prudent may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Prudent or Client shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Client or Prudent is entitled.

1. **TRANSLATION**

If any Party executing this Agreement is not fluent in English, then such Party represents and warrants that they have, at their own expense, translated this Agreement and all attachments thereto into their native language and have understood each and every term of it prior to entering into this Agreement.

1. **TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and terminate upon

1. the conclusion of the Credit Services,
2. at the end of six (6) months from the Effective Date of this Agreement, or
3. under the earlier cancellation provisions of Sections 3 and 11.
4. **CANCELLATION PERIOD**

Within five (5) working days of the Effective Date of this Agreement, Client may cancel this Agreement for any reason and not owe any money to Prudent by executing and returning the Notice of Cancellation attached to this Agreement as Attachment D. Prudent reserves the right to in its discretion not to commence the Credit Services until the expiration of this cancellation period.

NOTICE TO CONSUMER – DO NOT SIGN ANYTHING BEFORE YOU READ THIS PAGE

I understand that my digital signature is equivalent to a handwritten signature, as provided in The Federal E-Sign Act.

|  |  |
| --- | --- |
| Client’s Printed Name: ­­­­­­­­­­­­­ARARAT ARTHUR PAPYAN  Client’s E-Signature: ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_ | On Behalf of Prudent Credit Solutions, Inc.  Principal’s E-Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

The Client shall receive a signed copy of this Agreement and all attachments at the time of execution.

**ATTACHMENT A**

**LIMITED POWER OF ATTORNEY**

I, ARARAT ARTHUR PAPYAN (hereinafter “***PRINCIPAL***”), grant this DURABLE LIMITED POWER OF ATTORNEY and appoint Prudent Credit Solutions, Inc., a California company headquartered in Los Angeles, California, and its members, officers, employees, agents, contractors, and assistants to be my true and lawful attorney-in-fact (hereinafter “***AGENT***”) with the following limited powers: initiate, review, and respond to telephone, electronic, and written communications with credit bureaus, creditors, collection agencies, and their representatives and attorneys on my behalf to investigate, discover, and if possible, improve my consumer and/or business credit situation. This shall include, without limitation, any written or oral communications, discussions, and negotiations with any of my current or former creditors as well as the credit bureaus, including, but not limited to, Experian, Equifax, and TransUnion, and the discovery of personal or financial information that may be protected by federal or state privacy laws.

I authorize my ***AGENT*** to execute, acknowledge, and deliver any instrument and do all things necessary to carry out the intent hereof, hereby granting my ***AGENT*** full power and authority to act in and concerning to premises as fully and effectually as I may do if present, provided, however, that all business transacted by my ***AGENT*** hereunder shall be transacted in my name, and that all endorsements and instruments executed by my ***AGENT*** to carry out the preceding powers shall contain my name, followed by that of my ***AGENT***, and the designation “***Attorney-In-Fact****.*” I authorize my agent to file complaints against credit reporting agencies, creditors, collection companies, and other related parties with appropriate federal and state consumer protection agencies in matters relating to inaccurate credit reporting, failure to correct such erroneous reporting, or for disregard of my ***AGENT’s*** disputes and requests relating to incorrect or otherwise improper and unfair credit reporting and collections. I further authorize my ***AGENT*** to possess and access my credit history, credit and debit card accounts, court records, U.S. postal mail, and private delivery service deliveries. As may the situation dictates, I further authorize all parties to release all information to my ***AGENT*** upon request. A copy of this authorization may be accepted as an original.

My ***AGENT*** shall not be liable for any loss resulting from a judgment error made in good faith. However, my ***AGENT*** shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. I authorize my ***AGENT*** to bring suit against any third party that fails or refuses to honor this Power of Attorney. I authorize my ***AGENT*** to indemnify and hold harmless any third party who accepts and acts under this Power of Attorney. The effective date of this Power of Attorney is 20/Sep/2020 (“Effective Date”), it shall expire six months from the Effective Date or until all incomplete, unverifiable, misleading, frivolous, erroneous, obsolete, inaccurate, unauthorized, or fraudulent items are removed from the credit bureaus, whichever comes last. This Power of Attorney shall be durable in the event of my incapacity but shall terminate upon my death. This Power of Attorney may also be revoked by me at any time by written notice to my ***AGENT***, effective upon receipt of such notice by my ***AGENT***.

I understand that my digital signature is equivalent to a handwritten signature, as provided in The Federal E-Sign Act.

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Client Signature Date Signed

**ATTACHMENT B**

STATE OF CALIFORNIA INFORMATION STATEMENT

PURSUANT TO CALIFORNIA CREDIT SERVICES OF 1984

CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW

You have a right to obtain a copy of your credit file from a consumer credit reporting agency. A reasonable fee not exceeding eight dollars ($8) will be charged. However, there is no fee if you have turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within sixty (60) days. The consumer credit reporting agency must provide someone to help you interpret the information in your credit file. You have a right to dispute inaccurate information by contacting the consumer credit reporting agency directly. However, neither you nor any credit repair company or credit services organization has the right to have accurate, current, and verifiable information removed from your credit report. Under the Federal Fair Credit Reporting Act, the consumer credit reporting agency must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy information can be reported for ten (10) years. If you have notified a credit reporting agency in writing that you dispute the information's accuracy in your credit file, the consumer credit reporting agency must then reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the consumer credit reporting agency. If the reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the consumer credit reporting agency to keep in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about disputed information in any report it issues or publishes about you. You have a right to cancel the contract for any reason within five (5) working days from the date you signed it. If for any reason, you do cancel the contract during this time, you do not owe any money. You have a right to sue a credit services organization if it misleads you.

Prudent has a surety bond in place, issued by Philadelphia Indemnity Insurance Company, located at One Bala Plaza # 100, BalaCynwyd, PA 19004, to protect its clients, under the Credit Services Act of 1984. If you believe Prudent has violated this Act, you may maintain an action at law against Prudent and against the surety company listed above; provided, however, that the surety shall be liable only for actual damages and the total amount of surety liability shall not exceed its bond amount. Non-Profit credit consulting services are available as an alternative to Prudent's services. I have read and understood the foregoing Information Statement, which was provided to me by Prudent before signing the Credit Services Agreement. I understand that Prudent will keep this signed acknowledgment on file for two (2) years.

**NOTICE TO CONSUMER DO NOT SIGN ANYTHING BEFORE YOU READ THIS PAGE**

Client’s Name: ARARAT ARTHUR PAPYAN

I understand that my digital signature is equivalent to a handwritten signature, as provided in The Federal E-Sign Act.

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date Signed: \_\_\_\_\_\_\_\_

**ATTACHMENT C**

FEDERAL INFORMATION STATEMENT

PURSUANT TO U.S. CREDIT REPAIR ORGANIZATION ACT

CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW

You have a right to dispute inaccurate information by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over seven (7) years old. Bankruptcy information can be reported for ten (10) years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. However, there is no fee if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe there is inaccurate information in your credit report due to fraud.

You have the right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You can cancel your contract with any credit repair organization for any reason within three (3) business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

On your own, you may notify a credit bureau in writing that you dispute the accuracy of the information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information, contact:

Federal Trade Commission

Bureau of Consumer Protection

600 Pennsylvania Ave., NW

Washington, D.C. 20580

I have read and understood the foregoing Information Statement, which was provided to me by Prudent before signing the Credit Services Agreement. I understand that Prudent will keep this signed acknowledgment on file for two (2) years.

NOTICE TO CONSUMER DO NOT SIGN ANYTHING BEFORE YOU READ THIS PAGE

Client Name: ARARAT ARTHUR PAPYAN

I understand that my digital signature is equivalent to a handwritten signature, as provided in The Federal E-Sign Act.

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date Signed: \_\_\_\_\_\_\_\_\_

**ATTACHMENT D**

“NOTICE OF CANCELLATION”

For California Customers: Required Notice Under State Law: You may cancel the Agreement, without any penalty or obligation at any time prior to midnight of the fifth day after the date of the transaction.

To cancel the Agreement, please mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Prudent Credit Solutions, Inc., at 5800 S. Eastern Ave., Suite 500, Commerce, CA 90040, not later than midnight on ${+5 BUSINESS DAYS}.

I, ARARAT ARTHUR PAPYAN, hereby cancel this transaction.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Client's Signature Date

A copy of the fully completed Agreement and all other documents of the credit services organization required to be signed by the Client shall be given to the Client at the time they are signed.

**ATTACHMENT E**

“NOTICE OF CANCELLATION (DUPLICATE)”

For California Customers: Required Notice Under State Law: You may cancel the Agreement, without any penalty or obligation at any time prior to midnight of the fifth day after the date of the transaction.

To cancel the Agreement, please mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Prudent Credit Solutions, Inc., at 5800 S. Eastern Ave., Suite 500, Commerce, CA 90040, not later than midnight on ${+5 BUSINESS DAYS}.

I, ARARAT ARTHUR PAPYAN, hereby cancel this transaction.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Client's Signature Date

A copy of the fully completed Agreement and all other documents of the credit services organization required to be signed by the Client shall be given to the Client at the time they are signed.

**ATTACHMENT F**

ITEMIZED ITEM(S) FOR DISPUTE AS OF ${CONTRACT\_DATE}



|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Cell A2 | Cell A3 | Cell A3 | Cell A3 | Cell A3 |
| Cell B1 | Cell B2 | Cell B3 |

I, ARARAT ARTHUR PAPYAN, agree to be bound by this Agreement's terms and be responsible for the total amount of $ ${TOTAL\_AMOUNT} that will be due and payable hereunder. I also understand that only incomplete, unverifiable, misleading, frivolous, erroneous, obsolete, inaccurate, unauthorized, or fraudulent information may be corrected or deleted from my consumer credit reports. I further understand that Prudent cannot and will not guarantee my ability to secure the desired funding upon completion of this Credit Services.

I understand that my digital signature is equivalent to a handwritten signature, as provided in The Federal E-Sign Act.

Client’s E-Signature ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_