



1285 San Christopher Dr.
Dunedin, FL 34698
P: 727-736-1809
F: 727-736-2031
www.beaconcreditrepair.com

Terms of Use

Consumer Credit File Rights

CONSUMER CREDIT FILE RIGHTS UNDER STATE AND FEDERAL LAW

You have a right to dispute inaccurate information in your credit report by contracting 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 7 years old. Bankruptcy information can be reported for 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. There is no fee, however, 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 receive 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 that there is inaccurate information in your credit report due to fraud. You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations. You have the right to cancel your contract with any credit repair organization for any reason within 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. The credit bureau may not charge any 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 issues about you. The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact: The Public Reference Branch, Federal Trade Commission, Washington, D.C. 20580. Furthermore Beacon Credit is not a mortgage company.

Agreement

This Client Services Agreement (this "Agreement"), by and between the undersigned Client and Spouse, if applicable (the "Client"), and Tampa Credit Repair, Inc. DBA Beacon Credit, is effective as of the date that this Agreement is accepted and executed by an officer of Beacon Credit in Tampa, Florida, as set forth on the signature page hereof (the "Effective Date"), whereas, the Client and Beacon Credit wish to enter into an agreement under which Beacon Credit will provide certain credit related services to the Client. Now, therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

A. Term and Termination.

1. Term of Agreement: The term of this Agreement between the Client and Beacon Credit shall commence on the Effective Date and shall continue for the number of months specified in Agreement Term, but no more than twelve (12) months, unless earlier terminated pursuant to Sections 4.A.2 or 4.A.3 below.
2. Termination by Client: The Client may cancel its agreement for any reason without any penalty or obligation, provided cancellation occurs before midnight of the third business day of the Effective Date, by writing to Beacon Credit, 1285 San Christopher Dr., Dunedin, FL 34698, or by sending an email to service@beaconcreditrepair.com. The Client must include his/her name, social security number, and reason for cancelling.
3. Termination by Beacon Credit upon Default: The Client will be in default under this Agreement if the Client does not pay any sum set forth in this Agreement when due or breaches any other provision of this Agreement. Beacon Credit has the right to discontinue services and/or terminate this Agreement without prior notice if the Client defaults under this Agreement, in which case, fees for services performed before the date in which Beacon Credit elects to terminate this Agreement will be determined and billed in accordance with Section 4.B below

B. Services.

1. Initial Set-Up: Upon receipt of this executed Agreement from the Client, Beacon Credit will perform the following set-up and related services: (i) set-up of the Client's profile, (ii) the provision of informational materials to the Client, (iii) obtaining credit reports.
2. Monthly Services: Each month, for the term of the Agreement, Beacon Credit will provide the following services to the Client: (i) reminders about materials or information that the Client needs to provide to Beacon Credit, (ii) access to trained Beacon Credit credit consultants, (iii) review and analysis of correspondence from credit bureaus, creditors and others, including any credit report that is forwarded by the Client to Beacon Credit or received by Beacon Credit directly from such sources, and (iv) filing with the appropriate credit bureaus requests for verification or clarification of all disputed items properly submitted to by the Client to Beacon Credit.
3. Other Services. (i) For the monthly intervals specified in the Rescore Period, commencing from the Effective Date, for the term of the Agreement, Beacon Credit will provide the Client with a written review and analysis of information reported in the Client's credit report regarding negative items that have been removed from the Client's credit report. Generally, the Client will see results after 60 days.

C. Responsibilities.

1. Client Responsibilities: The Client agrees to provide Beacon Credit with any and all information, in a timely manner, needed to facilitate the services to be provided to the Client. The Client authorizes Beacon Credit, its employees and agents to prepare all necessary correspondence, either written or electronic, relating to Beacon Credit services and to submit to Beacon Credit any additional information legally required to support those services. The Client agrees to forward immediately to Beacon Credit all correspondence from the credit bureaus, creditors or others relating to services provided by Beacon Credit. The Client understands that all information provided to Beacon Credit must be true and accurate to the best of the Client's knowledge.
2. Dispute of Items on Credit Report: Based on the representations of the Client, Beacon Credit will request verification or clarification of all obsolete or inaccurate information with each applicable credit bureau. The Client understands that Beacon Credit does not provide debt negotiation services, nor do Beacon Credit services in any way affect any legitimate debts or payments owed to third parties by the Client.

D. Authorization.

1. Authorization to Obtain Information: The Client authorizes Beacon Credit to obtain information regarding the Client's credit file, and to review the Client's credit history by allowing Beacon Credit to obtain credit reports as deemed necessary. Any information obtained by Beacon Credit will be



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used solely for the improvement of the Client's credit and will be kept in confidence.

2. Authorization to Make Changes: The Client authorizes Beacon Credit to make changes on the Client's credit file without prior notice during the term of the Agreement. The client agrees to grant a limited Power of Attorney to Beacon Credit for the following: (i) request for credit reports on the Client's behalf, (ii) challenge and verify various information on the Client's credit reports, and (iii) contact and confer with creditors on the Client's behalf, as needed. Additionally, the Client understands this process may require the Client's signature on the letters sent to the credit bureaus and authorizes Beacon Credit to sign on the Client's behalf.

E. Fees and Billing.

1. Fees: The Client agrees to pay the sum set forth in this Agreement, within the timeframe schedule set forth in this Agreement, which shall be no longer than the number of months specified in the Agreement Term, and no more than twelve (12) months, from the Effective Date, for services as outlined in Section 4.B above.

2. Billing: The client agrees to make payment on time and is responsible for such, and is responsible for late fees and dishonored checks not to exceed the amount limited by applicable law.

3. Refund for Services: The Client is entitled to a refund of some or all of the sum for services paid to Beacon Credit at the end of the term of this Agreement in the amount calculated from the following equation: Sum paid to Beacon Credit less (the number of items deleted or improved from the Client's credit report multiplied by \$75), if, after remaining a client in good standing with Beacon Credit for the term of the Agreement, having had no payments past due over 30 days and Beacon Credit having had no dishonored checks from the Client. The Client must request a refund within one (1) month from the expiration of this Agreement, by writing to Beacon Credit, 1285 San Christopher Dr., Dunedin, FL 34698, or by sending an email to service@beaconcreditrepair.com. The Client must include his/her name and social security number.

F. Disclaimer.

1. Disclaimer of Guarantee or Warranty: Beacon Credit agrees only to perform the services specifically described in Section 4.B above. Beacon Credit does not represent or warrant that it will achieve specific results for the Client. Beacon Credit does not represent or guarantee that the Client's credit report or score will be affected by the services provided by Beacon Credit or that the Client will receive new credit or loans, credit cards or mortgages as a result of Beacon Credit services.

2. Notices: All notices and other communications hereunder shall be given in writing and shall be deemed to be duly given and effective: (i) upon receipt if delivered by electronic mail or facsimile, (ii) three days after deposit in the United States mail, and (iii) one day after deposit with a national overnight express delivery service. Either party may change the following contact information upon written notice to the other party. Notices shall be delivered or transmitted to: Beacon Credit, Telephone: 727-736-1809, Fax: 727-736-2031, Postal address (principle place of business for Beacon Credit): 1285 San Christopher Dr., Dunedin, FL 34698, email: service@beaconcreditrepair.com.

3. Severability: 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, with the other provisions remaining in full force and effect.

4. Indemnification: The Client agrees to defend, indemnify and hold Beacon Credit and its members, managers, employees and agents harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of Beacon Credit provision of services to the Client under this Agreement or the Client's breach of this Agreement, except for claims, demands, actions, liabilities, costs or damages arising out of Beacon Credit gross negligence or willful misconduct. The Client further agrees to pay Beacon Credit reasonable attorneys' fees and costs arising from any actions or claims eligible for indemnification under this Agreement.

5. Governing Law: The laws of the State of Florida shall govern the construction and interpretation of this Agreement, without regard to conflict of law or choice of law provisions thereof.

6. Arbitration of Disputes: In the event of any claim or dispute between the Client and Beacon Credit arising from or relating to this Agreement, or the enforceability or scope of this arbitration provision, or of any prior agreement, the Client and Beacon Credit must resolve the claim or dispute by binding arbitration. This Agreement involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act ("FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, JAMS or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at www.jamsadr.com, toll-free at 1(800)352-5267 or NAF at www.arb-forum.com, toll-free at 1(800)474-2371. The arbitrator's decision will be final and binding except for any appeal rights under the FAA. This arbitration provision shall survive termination of this Agreement, as well as voluntary payment in full by the Client and any legal proceedings by Beacon Credit to collect a debt owed by the Client.

7. Entire Agreement: This Agreement represents the final and entire agreement between the Client and Beacon Credit and shall supersede all other agreements between the parties regarding the subject matter hereof.

8. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9. Digital Signatures: The Client agrees that his or her digital signature is equivalent to a handwritten signature as provided in The Federal E-Sign Act.