

Alpha CREDIT SERVICES, INC.

Enrollment Package

Congratulations on your decision to improve your credit reports.

This package contains two (2) service agreements

Service number one

Credit Consulting

See page 2 for details. Service will be provided first. Payment will be made upon completion.

A description of credit consulting with cost.....	2.
Payment authorization (authorizing a single one-time payment).....	2.

Service number two

Credit Repair

See pages 3 - 4 for details. Service will be provided first. Payment will be made upon completion.

A description of the credit repair program with cost.....	3.
Auto pay Authorization (authorizing electronic payments for results).....	3.
Client Responsibilities.....	4.
Further terms and conditions.....	4.
Limited Power of Attorney (authorizing ACS to perform work on your behalf).....	4.
A list of documents that you must provide if we request these (your proof of identity).....	4.
Our Privacy Policy.....	4.

DISCLOSURES PERTAINING TO SERVICES

Notice of cancellation (in duplicate form).....	5.
Summary of your Rights under state and federal law.....	6.
General Provisions, dispute resolution	7.

Version 2.1b



ALPHA CREDIT SERVICES, INC.

237 Park Avenue
Worcester, MA 01609
Tel (508) 340-4502
Fax (508) 792-1462
ALPHAcreditservices.com
info@alphacreditservices.com

CREDIT CONSULTING

Alpha Credit Services, Inc. (hereinafter “we”) will provide you with credit consulting which may include one or more of the following:

- (a) Helping you create/manage online accounts with one or more credit bureaus for monitoring.
- (b) Provide you with a custom plan on how to build / manage your credit moving forward, and
- (c) Strategies on how to use FICO scoring models to your advantage, depending on your goals,

The above service will be provided to you by phone, email and/or online within two (2) days of your enrollment. Credit consulting does not alter, modify and/or correct past credit items on your credit reports. Please review your credit repair agreement for information on that aspect of our services (beginning on page three of this package).

Cost of Service

One-time payment of \$99 (not charged until after the above service is provided).

Payment will be scheduled three (3) business days after you signup.

ELECTRONIC PAYMENT AUTHORIZATION

I am signing up for a single payment for this service by either credit card, electronic debit (ACH/EFT), or by creating and processing a remote check (RCC) against my bank account. I agree that ACS or its agent may automatically charge/debit my account for the amount due 3 days after I enroll, and that it may take up to 5 business days for the payment to process. I agree to have funds available at least 2 days before my payment date, and I understand that a fee of \$25 may be charged on all late or returned items. I authorize ACS or its agent to recover funds by ACH/EFT/RCC or credit card in the event that a payment is returned for any reason. ACS or its agent shall not be liable for any person not completing a transaction as a result of any limit on my designated bank account or if my bank fails to honor any debt from such account.

See pages 5 thru 7 for notices concerning your rights.

You may cancel this contract without penalty or obligation until midnight of the third business day following the date this contract is signed/authorized by you. See page 5 for instructions on canceling.



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PAY-PER-DELETION CREDIT REPAIR

Alpha Credit Services (“ACS”, “us” or “we”) will provide you with your case summary. This will include a breakdown of the negative items that may be worked on. You will ultimately decide which items to challenge. We may, as needed, help you request validation of debts with creditors or debt collectors as allowed by applicable consumer protection law. We also may, as needed, help you dispute questionable, inaccurate and/or unsubstantiated information with Experian, Equifax and TransUnion (the credit bureaus). If there is information on your credit reports or in your case summary that you believe to be accurate, complete and verifiable, you agree to notify us as to not to dispute or challenge those items.

If you receive anything in the mail from any credit bureaus, debt collectors, or other companies who reported questionable information on your credit reports, please forward us copies immediately (always keep the originals).

This agreement covers a period of 30 days or less, although you may receive results between 20 to 60 days.

Automatic Renewal

If there are any questionable items remaining on your credit reports that you authorized us to work on, this agreement will automatically renew. You may cancel automatic renewal any time before five (5) days following any renewal period. If we do not believe that additional items can be removed, we may decline renewing this agreement. In either event, there are no renewal fees. You will only be responsible for deletion fees after questionable information has been removed from your credit report.

COST

USPS Certified Mail: We may use USPS Certified Mail as needed. The cost for postage is \$4.35 per letter. The number of certified letters will be decided by you, based on how many debt collectors you request to validate debts for you.

DELETION FEES

This includes the deletion of the following items:

- Late Payment Histories
- Collections
- Foreclosures
- Negative Settlements
- Charge offs
- Repossessions

1st eight (8) deletions: \$75 per item per bureau

2nd eight (8) deletions (from 9 – 16): \$50 per item per bureau

All remaining deletions (17 or more): \$30 per item per bureau

We do not charge fees in advance. Deletion fees will be scheduled 3 days after we email your results to you. If we delete several items from your credit reports quickly, we will finance your balance. Depending on your results, your payments can range from as little as \$0 to no more than \$189 per month. Any remaining balance (only if owed) will simply roll over to the following month(s).

ELECTRONIC PAYMENT AUTHORIZATION

I am signing up for automatic payments by either credit card, electronic debit (ACH/EFT), or by creating and processing a remote check (RCC) against my bank account. I agree that ACS or its agent may charge my account 3 or more days after my results/deletions are emailed to me (and I further agree that it may take up to 5 business days for the payment to process). I agree to have funds available at least 2 days before my payment date, and I understand that a fee of \$25 may be charged on all late or returned items. I agree that automatic payments remain in effect until canceled by ACS, its agent or me. I will provide at least a 3 day notice to cancel automatic payments).

I authorize ACS or its agent to recover funds by ACH/EFT/RCC or credit card in the event that a payment is returned for any reason. ACS or its agent shall not be liable for any person not completing a transaction as a result of any limit on my designated bank account or if my bank fails to honor any debt from such account.

CLIENT RESPONSIBILITIES AND COMMUNICATIONS

1. You agree to forward to us legible **copies** (not originals) of credit reports and all other letters you receive regarding your case within five (5) days from the date they arrive in the mail. You understand that any delays in receiving documents from you could delay and/or compromise the results of your case.
2. If you move, you agree to notify us at least 15 days in advance and to submit a change of address with the Post Office. A change of address with the Post Office can often be done online at www.usps.com
3. You agree to assist us in answering certain security questions regarding your identity and credit history as may be necessary to obtain your credit reports.
4. You understand that we do not promise or guarantee a specific outcome on your case. Deletion fees are only paid for negative items that are removed from your reports.
5. You agree to promptly inform us if your contact information or payment information changes.
6. You agree and acknowledge that we may communicate private and confidential information with you via unencrypted email at the address you provide. You agree to promptly inform us if your email address changes by calling us.
7. You understand Communications sent by us to debt collectors, furnishers and credit bureaus on your behalf will be sent in your name, and will not be identified as being sent by ACS.
8. You understand that if a collection is deleted, it may be transferred to another collector. We will work on transferred collections and there will be no deletion fee for these items. This provision does not apply to transferred charge-offs.
9. You acknowledge that Communications prepared by ACS may include your account number(s) and Social Security Number in order to reference your account.

FUTHER TERMS AND CONDITIONS

Transferability: We may transfer or outsource some and/or all of your case to another credit repair organization at any time, for any reason. If we do, the terms and conditions in this agreement will continue as described herein.

Default. If any installment payment for deletion fees become 15-days late, your account will be in default. If this happens, the full balance will be due.

LIMITED POWER OF ATTORNEY

By authorizing this agreement, you hereby grant a Limited Power of Attorney to Alpha Credit Services (ACS). ACS and/or its agents, shall have the necessary power and authority to undertake and perform the following on your behalf:

You hereby give permission to ACS to act as your non-exclusive agent, to log into your accounts with the credit bureaus, and to physically sign your name on all documents written on your behalf for the only purpose of:

- A) requesting and receiving your consumer credit disclosures and credit reports,
- B) disputing, challenging, or investigating questionable information to the credit bureaus as applicable, at your direction and within our professional judgment, inaccurate, unfairly reported, incomplete, or unsubstantiated information,
- C) requesting debt collectors and/or creditors to validate debts, and
- D) receiving results from such inquiries and communicating them to you.

YOU AGREE TO PROVIDE US THE FOLLOWING IF WE REQUEST IT

- 1.) Any **one** of the following photo ID's: Copy of Driver's license, State ID, Passport or Military ID.
- 2.) Any **one** proof of address as follows: Heat bill (gas/oil), electric bill, residential phone bill (not cell phone), cable bill, or bank statement. Bills or statements must not be more than two months old.
- 3.) Any **one** proof of social security number: Copy of your social security card, W-2, or letter from the IRS with your full SSN.

PRIVACY POLICY

Types of Non-Public Information We Collect: We collect non-public information about you provided to us or obtained by us with your permission.

Parties to Whom We Disclose Information: For current and former clients, we do not disclose any non-public personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

Protecting the Confidentiality and Security of Information: We retain records relating to professional services that we provide so that we are better able to assist you with your needs and, in some cases, to comply with established guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional ethics, and the ability to provide you with quality services that are most important to us.

**NOTICE OF
CANCELLATION**

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ALPHAcreditservices.com
info@alphacreditservices.com
Toll free 1-800-682-2919

THREE (3) BUSINESS DAY GRACE PERIOD TO CANCEL THIS AGREEMENT

You may cancel this contract, without any penalty or obligation until midnight of the third business day following the date this contract is signed/authorized by you.

If you cancel, payment made by you under this contract must be returned within 10 days following receipt by Alpha Credit Services of your cancellation notice. To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to: Alpha Credit Services, 237 Park Avenue, Worcester, MA 01609 before midnight on _____ (date).

I hereby cancel this transaction:

_____ (date). _____(Applicants Signature)

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SUMMARY OF YOUR RIGHTS

UNDER STATE AND FEDERAL LAW

You have the right to obtain a copy of your credit file from a consumer credit reporting agency. You may be charged a reasonable fee (generally \$9.00). There is no fee, however, if you have been turned down for credit, employment, insurance or a rental dwelling because information in your credit report within the preceding 60 days. The consumer credit reporting agency must provide you with someone to help you interpret 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 the right to dispute inaccurate information by contacting the consumer credit reporting agency directly.

However, neither you nor any credit repair company has the right to have accurate, current and verifiable information removed from your credit report. The consumer credit reporting agency must remove accurate, negative information from your report only if it is over seven (7) years old, bankruptcy information is reported for ten (10) years. You may, on your own, notify a credit reporting agency in writing that you dispute the accuracy of information in your credit file. The consumer credit reporting agency must then reinvestigate and modify or remove inaccurate information. The credit reporting agency may not charge a fee for this service. Any pertinent information and copies of documents you have concerning an error should be given to the consumer credit reporting agency. Credit reporting agencies are required to follow reasonable procedures to ensure that the information they report is accurate, however, mistakes may occur.

If the credit bureau's 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 believe the information is inaccurate. The consumer credit reporting agency must include your statement about disputed information in any report it issues about you. Please note that there are non-profit consumer credit counseling agencies in your state who will assist you to resolve credit problems at no cost or for a nominal fee.

You have the right to cancel this contract for any reason within three working days from the date you have signed it. If for any reason you do cancel the contract during this time, you do not owe any money.

You have the right to sue a credit services organization that violates the Credit Repair Organizations Act. The Federal Trade Commission regulates credit reporting agencies and credit repair organizations. For more information, contact the Federal Trade Commission, Washington, D.C. 80580.

You may cancel this contract at any time within three business days after the date that this contract was signed/authorized by you. See page 5 for instructions on canceling.

GENERAL PROVISIONS

- A. **CLAIMS RESOLUTION.** Most client concerns can be resolved by calling us directly. In the event that ACS is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved. This includes an arbitration provision.
- B. **ARBITRATION.** You agree to arbitrate all disputes and claims between you and ACS on an individual basis only and not part of any class. You agree that, by entering into this Contract, you are waiving all rights to: (a) a trial by jury; (b) participate in a class action law suit or class action arbitration; and (c) bring in action against ACS in a court of law. You may individually arbitrate any claim against ACS in any jurisdiction in the United States. The U.S. Supreme Court has ruled that a business can require arbitration even though the Information and Disclosure Statements accompanying this Contract contain language which may suggest otherwise. ACS will reimburse you up to \$300 of your arbitration filing fee. The rules of the American Arbitration Association (“AAA”) shall govern the arbitration and can be viewed online at www.adr.org or by calling 1-800-778-7879.

Initiating Arbitration: Before beginning arbitration, you or we must first send a claim notice to allow the other party 30 days to respond to resolve any disputes. SERVICE OF PROCESS: please send your notice to Alpha Credit Services, Inc. C/O Registered Agents, Inc. 82 Wendell Ave STE 100, Pittsfield, MA 01201. Claims will be referred to AAA. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. Contact AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA)

Limitations on Arbitration. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

SMALL CLAIMS EXCEPTION: Arbitration is not required if you or we choose to file a claim in small claims court. Lawsuits in small claims are limited on an individual basis. You or we cannot participate in a class action lawsuit against each other. Small claims can only be initiated in the Worcester District Court, Worcester County, Massachusetts. Lawsuits in small claims cannot be removed to any other state or federal court.

- C. **SEVERABILITY.** In the event that any provision or covenant of this Contract shall be held invalid, illegal or unenforceable by a court or arbitrator of competent jurisdiction for any reason, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and this Contract and all of its remaining provisions shall remain in full force and effect for the greatest time period and for the broadest scope permitted by applicable law. You understand and agree that your obligations under this entire agreement and any other provision which by its nature should survive termination, shall survive and remain enforceable after termination of this Contract for any reason without restriction or limit, and/or as provided by applicable law.
- D. **CONFLICT IN TERMS.** In the event of a conflict between any notice, policy, disclaimer or other term contained in the Website or otherwise, the terms and conditions of this Contract shall control.
- E. **FORCE MAJEURE.** ACS shall not be liable by reason of any failure or delay in the performance of its obligations hereunder due to any reason beyond its reasonable control.
- F. **ENTIRE AGREEMENT.** This Contract is the entire agreement between you and ACS and supersedes all other agreements. However, in most cases, modifications from the most recent case summary may be incorporated.

You may cancel this contract at any time within three business days after the date that this contract was signed/authorized by you. See page 5 for instructions on canceling.