

ONLY THE BEST CONSULTING TERMS AND CONDITIONS OF SERVICE

The client(s) engages the services of Only the Best Consulting, under the below mentioned terms and conditions:

1) Client(s) Commitments & Terms:

All clients/customers/former and past clients agree to forward all correspondence from the credit bureaus to Only the Best Consulting including, but not limited to, letters and credit reports.

Only the Best Consulting cannot perform the service provided without obtaining copies of the credit reports and all correspondence from the credit bureaus. Clients agree to provide all relevant and requested documents in a timely manner to the Only the Best Consulting office providing services. We ask that all documentation be provided as soon as reasonably possible. Generally, we need this information within two (2) business days or receipt.

Clients agree to inform Only the Best Consulting of any change of address in a timely manner. Only the Best Consulting will be limited in providing our services until obtaining new bills/statements with the newly reflected address.

Clients understand that Only the Best Consulting has no ability to dictate the decisions clients make regarding financial decisions that may impact their credit report, credit score, and/or other financial responsibility(s). Clients cannot and will not hold Only the Best Consulting accountable or liable for any actions, and/or consequences regarding their past, present, and/or future decisions that may impact their credit report, credit score, financial situation, and/or standing(s) with any financial, or otherwise, institution and/or company.

Clients agree to pay Only the Best Consulting for the services rendered. Lack of payment will suspend all work on their account. Only the Best Consulting will work with any customer's seeking to resolve billing or service issues so long as that customer contacts our office as soon as reasonably possible regarding their billing or accounting issue(s).

The success of this service will be dependent on the completion of the above-mentioned client(s) commitments. Clients understand that failure to complete all these activities will void the service guarantee, refund, and warranty.

Clients are aware that Only the Best Consulting offers Monthly Plans. If a client selects a Monthly Plan, he/she can cancel his/her service at any time. He/she must only provide a 30-day notice in advance. He/she understand that he/she will be billed 1 additional monthly charge after electing to cancel his/her services.

2) Disclaimer:

There are several limits to the work of Only the Best Consulting which the client(s) should be aware. Because each case can vary, Only the Best Consulting cannot guarantee any specific or

individual results on a client's case. Because each case is different, there is no precise time frame that can be reasonably disclosed. Credit Bureau reports as well as other relevant documentation provided us becomes property of Only the Best Consulting. A client agrees to waive all rights to obtain copies of the correspondence sent to the credit bureaus from Only the Best Consulting.

3) Payment Structure:

Clients agree to pay Only the Best Consulting for work as it is completed on a month-to-month basis as noted. Payment is due after any work on a client's account. If the bank returns the payment dishonored, the client agrees to pay a \$30.00 dishonored payment fee. Continued work on this account will be closed if your payments are not received according to your contract.

4) Derogatory Information Reporting:

The client(s) would like Only the Best Consulting to dispute all information found on the client's credit report that could indicate misleading information except for the information disclosed to Only the Best Consulting separately. Only the Best Consulting will consider any information that is not disclosed to be inaccurate, unverifiable, or obsolete.

5) Only the Best Consulting Additional Privacy Policy.

Privacy Policy: Protecting your private information is our priority. This Statement of Privacy applies to Only the Best Consulting and governs data collection and usage. The Only the Best Consulting website is an information and signup site. By using the Only the Best Consulting website, you consent to the data practices described in this statement.

Collection of your Personal Information: Only the Best Consulting may collect personally identifiable information, such as your name, Date of birth, current and previous addresses, and other relevant information related to the restoration and repair of your credit report by removing inaccurate negative items. Only the Best Consulting may also collect anonymous demographic information, which is not unique to you, such as your age, city and state. We may gather additional personal or non-personal information in the future. Information about your computer hardware and software may be automatically collected by Only the Best Consulting. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Only the Best Consulting website.

Only the Best Consulting encourages you to review the privacy statements of websites you choose to link to from Only the Best Consulting so that you can understand how those websites collect, use and share your information. Only the Best Consulting is not responsible for the privacy statements or other content on websites outside of the Only the Best Consulting website.

Use of your Personal Information: Only the Best Consulting collects and uses your personal information to operate its website(s) and deliver the services you have requested.

Only the Best Consulting may also use your personally identifiable information to inform you of other products or services available from Only the Best Consulting and its affiliates. Only the Best Consulting may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Only the Best Consulting does not sell, rent or lease its customer lists to third parties. Only the Best Consulting may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Only the Best Consulting, and they are required to maintain the confidentiality of your information. Only the Best Consulting may keep track of the websites and pages our users visit within Only the Best Consulting, in order to determine what Only the Best Consulting services are the most popular. This data is used to deliver customized content and advertising within Only the Best Consulting to customers whose behavior indicates that they are interested in a subject area.

Only the Best Consulting will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Only the Best Consulting or the site; (b) protect and defend the rights or property of Only the Best Consulting; and, (c) act under exigent circumstances to protect the personal safety of users of Only the Best Consulting, or the public.

Security of your Personal Information: Only the Best Consulting secures your personal information from unauthorized access, use or disclosure.

Children under Thirteen: Only the Best Consulting does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

Changes to this Statement: Only the Best Consulting will occasionally update this Statement of Privacy to reflect company and customer feedback. Only the Best Consulting encourages you to periodically review this Statement to be informed of how Only the Best Consulting is protecting your information.

6) Our Right to Suspend or Terminate Services: We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) late payment; (b) denied payment transaction; (c) harassing/threatening/abusing/offending our employees or agents; (d) providing false or inaccurate information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (g) breaching, failing to follow, or abusing the Agreement or Policies; (h) providing false, inaccurate, dated, or unverifiable identification or credit information or becoming insolvent or bankrupt.

7) Arbitration & Mediation: In the event a dispute shall arise between the parties to this contract, agreement, and/or services, it is hereby agreed that the dispute shall be resolved by arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

(a) "Disputes" are any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, billing services and practices, policies, contract practices (including enforceable), service claims, privacy, or advertising, even if it arises after Services have terminated. Disputes include claims that you bring against our employees, agents, affiliates, or other representatives or that we bring against you. It also includes but is not limited to claims related in any way to or arising out of in any way any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the dispute, a description of previous efforts to resolve the dispute, all relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in the "Providing Notice to Each Other Under The Agreement" section and notice to us will be sent to: Only the Best Consulting. We each agree to make attempts to resolve the dispute prior to filing a claim for arbitration. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the dispute to formal arbitration.

(c) Unless we each agree otherwise, the Arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service.

(d) The arbitration will be governed and conducted by (a) a neutral third-party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (b) JAMS. The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this "Dispute Resolution" section conflicts with JAMS's minimum standards for procedural fairness, the JAMS's rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class-wide or consolidated basis.

(e) WE EACH AGREE THAT WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION ON A CLASS-WIDE OR CONSOLIDATED BASIS. We each agree that any arbitration will be solely between you and Only the Best Consulting (not brought on behalf of or together with another individual's claim).

If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(f) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to arbitration. However, we will pay for the arbitration administrative or filing fees, including the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

Exceptions to Our Agreement to Arbitrate Disputes: Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of any federal, state, or local government agency that can, if the law allows, seek relief against us on your behalf.

No Class Actions: TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

No Trial by Jury: TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

Indemnification: You agree to indemnify, defend, and hold Only the Best Consulting and our subsidiaries, affiliates, parent companies harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available; failure to safeguard your information, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

Questions or comments?

If you have questions or comments about Only the Best Consulting's Terms and Conditions send email to onlythebestcredit@consultant.com

Thank you for choosing Only the Best Consulting!

Only the Best Consulting

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