

Terms of Service Agreement

THIS AGREEMENT IS MADE BETWEEN ACCOUNTS RECEIVABLE NAMED AS CLEARVIEW RESOLUTION SERVICES, HEREIN REFERRED TO AS A.R.

1. Upon placement of a claim(s) A.R. 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 A.R. for collection. Upon request CLIENT agrees to forward documentation to A.R. to prove the amount, and authenticity of the claim.
3. CLIENT may withdraw a claim placed with A.R. 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to 1-844-835-7612 by CLIENT and any commission then due and payable to A.R. must be paid before the claim is deemed withdrawn. Any claim canceled by CLIENT while payments are being will be billed by A.R. for the full anticipated commission due on the entire amount of the original claim assigned to A.R. There is a fee of 10% of the principal balance of the claim for administrative, initiation and clerical expense on any claim withdrawn by CLIENT not in accordance with the provisions of paragraph 3a and 3b.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 A.R. within (21) days. Once a claim is placed with A.R. for collection, CLIENT shall not instruct Debtor to make payments directly to CLIENT, All communication with the debtor should be directed to A.R.
5. All claims placed with A.R. by CLIENT, that are under one (1) year in age from the delinquency date shall be billed at a rate of 30% of any and 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 any and all funds collected. Any claim, regardless of age with a balance owed under \$1000.00 shall be billed at a rate of 50% of any and all funds collected. Any claim that is forwarded to an affiliated attorney of A.R. shall be billed at a rate of 50%. A.R. is entitled to their full commission due on any payment(s) received regardless of payer or whether paid to A.R. or CLIENT once the claim is submitted.
6. Any merchandise returned to CLIENT by Debtor shall entitle A.R. to a commission equal to 10% of the actual invoiced amount.
7. Any claim placed with A.R. by CLIENT that is discovered to have been previously paid or placed by CLIENT in error will be billed by A.R. to Client at a rate of 10% of the placed amount as an administrative, clerical and initiation fee.
8. CLIENT understands that A.R. 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 A.R. permission to do so. It is further understood that CLIENT must give approval in the event that such a transfer will result in additional charges.
9. A.R. shall account to CLIENT on a monthly basis all funds collected by A.R. on CLIENT'S behalf and all remittances and/or invoices will be sent at this time.

10. CLIENT grants to A.R. and to any affiliated attorney or collection firm that may be forwarded CLIENT claim(s) the express authority to endorse and negotiate any acceptable instrument made payable to CLIENT for deposit in trust for distribution to CLIENT after deducting the commission and fees due A.R. under this agreement. This includes any form of Visa and Master card debit or any form of prepaid debit card including American Express. Discover card is not an acceptable method of payment. Any form of major credit card will not be accepted as a method of payment.

11. In no event shall A.R. be liable in any respect for the inability to collect any claim placed by CLIENT for collection. It is understood and agreed that A.R. is not a guarantor of any specific result on accounts placed by CLIENT.

12. A.R. 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 A.R. 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 in which the claim was originated. In the event that any provision hereof is found to be invalid or unenforceable, then that provision shall deemed to be severed and removed and the remaining provisions shall remain valid and in full effect.

Agreed on this date ____/____/____

Authorized Signature for Client

Printed Name

Title