



CheapDelete.com

Membership Print

Membership Agreement

CASH PAYMENTS ARE NOT ACCEPTED

CLIENT TERM AGREEMENT

This CLIENT TERM AGREEMENT (“Agreement”) is made and effective upon clicking submit by and between “Cheap Delete” (Company) and “Person submitting personal information” (Member(s)) NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions As used herein, the following terms shall have the meanings set forth below.

A. “Products” shall mean the following of Company’s products to be sold by Company:

Credit repair

Credit education

Credit repair business opportunity

2. Membership

Membership fee is \$19.95 for a term of three (3) months.

Correction and Deletion Fees:

All corrections and deletions are assigned a value fee of \$20.00 US Dollars. Members in good standing with Company, will receive a discounted fee of \$9.95 per correction or deletion, per bureau as long as Member remains in good standing for the entire term of service. If a Member falls out of good standing, at any time within a term, Member will be charged the full value fee of \$20.00 per correction or deletion, for ALL corrections or deletions, past, present or future, within same term, resulting from any efforts of Company.

If a correction or deletion has been made to a Members credit report due to any efforts of Company, Member will be charged for the correction or deletion even if Member has canceled service or term has ended.

All correction and deletion fees are due, and may be invoiced 48 hours after correction to, or deletion from, Members credit report.

A Member is not in good standing if:

Member fails to maintain a Company preferred credit monitoring service (All three bureaus) until the end of term plus (1) one month, and maintain on file with Company, a current Username and Password for said service.

Member fails to pay any fees due to Company within 5 days of due date.

The specific services, guarantees, payment terms, and total cost are set forth in the Member disclosure statement incorporated herein for all purposes.

3. Conflict of Interest.

Member warrants to Company that it does not currently represent or promote any lines or products that compete with the Company's Products.

4. Indemnification.

Indemnification by Member. Member shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Member.

Indemnification by Company. Company shall indemnify and hold Member free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of failure of Company to provide reasonable credit score increase within the allotted term.

5. Product Availability.

Under no circumstances shall Company be responsible to Member or anyone else for its failure to fill accepted orders, or for its delay in filling accepted orders, when such failure or delay is due to strike, accident, labor trouble, acts of nature, war, civil disturbance, vendor problems or any cause beyond Company's reasonable control.

6. Affiliate Service Provider.

Company has the option of fulfilling the credit services through a credit services processor or affiliate to best serve you.

7. Term and Termination.

A. Term. This Agreement shall continue as outlined in "Exhibit A" unless terminated by Company as provided herein. Thereafter, this Agreement shall continue until terminated by conditions provided within this agreement.

B. Termination for Cause. If either party defaults in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within thirty (30) days following such notice via email, the Agreement will be terminated.

8. Limitation on Liability.

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation or reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company.

9. Confidentiality.

Member acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, members, clients, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Member agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company. Company shall advise Member whether or not it considers any particular information or materials to be confidential.

10. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed according to the laws of the State of "Texas".

11. Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

12. Notices.

Any notices required or permitted by this Agreement shall be deemed given if sent by Certified mail, postage prepaid, e-mail, fax, return receipt requested or by recognized overnight delivery service: If to Company; At its principal place of business or if to Member, at the aforementioned address.

13. Severability.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

14. Legal Expenses.

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

15. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

16. Member Obligations & Agreement.

A. Member will fax or email a legible copy of at least two of the following forms of identification to Company:

- driver's license
- federal/state ID
- passport
- military ID
- social security card
- a recent utility bill showing your correct & current address
- phone bill (not a cell phone bill)
- gas bill
- electric bill
- water bill
- auto insurance

B. Member agrees to assist Company in obtaining monthly credit reports, with scores, from all three credit bureaus (Equifax, Experian and Trans Union) through a Company preferred credit monitoring service, and understands that Company cannot proceed with disputes until Member provides Company with Members credit monitoring service login information (Username and Password) and credit reports are fully accessible by Company. Term of service begins from the date of sign up.

C. Member agrees to maintain credit monitoring of all three bureaus with a Company preferred, credit monitoring service through the end of term, plus (1) one month. Company preferred credit monitoring service companies are provided in the enrollment process. Member is solely responsible for all payments to credit monitoring companies. Credit monitoring is provided by a third party which is not affiliated with Cheap Delete and as a result, credit monitoring fees are subject to change at any time without notice. The current credit monitoring fee is \$14.95 per month for all three bureaus.

D. Member agrees to maintain on time monthly payments of their current credit obligations (i.e. – car loan, utility bills, mortgage payments, credit cards, etc.). Failure to maintain those payments will result in severe damage to the progress and improvements made by Company and will forfeit any guarantees. Also the addition of any new negative item to the credit file shall void any and all guarantees.

E. Member agrees to contact credit support at info@cheapdelete.com on any questions regarding Members credit or questions regarding applying for consumer credit.

F. If Member was referred to Company by a referral partner, Member hereby expressly consents to Company sharing data concerning the progress of the credit restoration process with referral partner.

G. Member agrees to payment terms and conditions as chosen in Exhibit A which is incorporated

into this agreement.

H. Member also agrees to forward all mail received regarding their credit file to Company via fax to 1-855-303-9333 or scan and email to info@cheapdelete.com as soon as they receive items from any of the three credit bureaus, Equifax (CSC Credit services for TX residents), Experian, and Trans Union. All faxes and emails to Company need to include Members full name.

I. If the Member fails to complete the payment schedule, any and all refunds are forfeited. Guarantee shall be considered satisfied if Member fails to request a refund within 15 days of term completion.

J. Member understands this is a binding agreement and correction or deletion fees are due 48 hours after the correction or deletion has been made. Failure of client to pay fees in a timely manner, may result in a late payment, increased fees and negative activity to Members credit file.

K. Upon completion of agreement Members which are eligible or ineligible for refund will be notified by terms set forth in section 12 of contract.

L. Contract is for a three (3) month term from the start date of the agreement based upon initial sign up date. Either party may cancel this Agreement at any time with 30 days notice, sent via fax or email. Notice shall not be considered received unless confirmation of receipt has been received by all parties.

M. Any fax or email communications to Company must include Members full name, email address and contact phone number.

N. You may cancel this contract without penalty or obligation at any time before midnight of the 5th day after the date on which you signed up. See the attached notice of cancellation form for an explanation of this right.

Notice of right to cancel: You may cancel this contract, without penalty or obligation, within Five (5) days of your Membership Agreement enrollment date.

DISCLOSURE STATEMENT

1. Company shall, upon initiation of agreement, provide preferred credit monitoring companies and links to these companies, for assistance in obtaining credit records for Members from all three credit reporting agencies Equifax (CSC for Texas Residents), Experian, and Trans Union.
2. Company shall also, within the course of 3 to 7 business days of receipt of completed agreement, set up Members with their online private client site which will allow them to check progress throughout their maintenance agreement. A link will be provided to the Member to access their online private client site.
3. Company may also post credit education materials to the Members Private Client Site periodically for Member to review. Member will be notified by email within 7 business days

from initiation that their account information is ready for Members review and comment.

4. Company will review the derogatory items Member has requested to have disputed and assist in determining the best actions to take with each account in regards to that Members file.
5. Company shall prepare disputes for items appearing on the Members credit reports which the Member indicates are inaccurate, incomplete, obsolete, or unverified as per the Fair Credit Reporting Act.
6. Company will submit transmittals of disputes within 7 business days upon receipt of Members completed enrollment package, including but not limited to: dispute list, Members access information (Username, Password) to one of Company's preferred credit monitoring services, at least two forms of required Member identification, all executed disclosures, agreements and any applicable Membership fees.
7. At Company's discretion, Company shall prepare all follow-up challenges, as per the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act and transmittal of the same.
8. Every month the Member shall forward copies of all materials received by the 3 credit bureaus, Equifax (CSC Credit Services for TX residents), Experian, & Trans Union to Company, by fax or email in a timely manner. It is important to forward the materials received by the credit bureaus so the Members portal can be updated expeditiously.
9. All items resolved will also be posted to the Members private web portal which is accessed online by the link provided to Member upon initiation.
10. Company agrees only to challenge items under the above acts and as legally available.
11. Company guarantee and refund policy shall be understood as the following: Members shall only be eligible for refunds within 5 days of sign up. If Member has not received any corrections or deletions within the first three (3) month term, Member will be eligible for a full refund on Membership fee. No refunds will be given for corrected or deleted items.
12. If the Member fails to complete payments as scheduled any and all refunds are forfeited. The addition of any new negative information shall also void any and all money back guarantees. Guarantee shall be considered satisfied if Member receives a correction or deletion during the first 3 month Membership term.
13. This is a binding agreement and should service be cancelled after the initial 5 day right of rescission (see attached notice) a cancellation fee of up to \$15.00 can apply to Members account to cover processing fees, set up fees, handling fees, and regulatory fees occurred on Members account. Failure to make the correction or deletion payments when due can result in increased fees and negative activity to Members credit file.
14. Company makes no other guarantees aside from the guarantees expressly written within this disclosure. No oral agreement or other agreement shall override this agreement unless received in writing from an authorized Company officer.
15. Attached Hereto, exhibit A, is the payment plan accepted by Member and incorporated herein for all purposes.

EXHIBIT A

Attached hereto is exhibit A which is incorporated herein and executed into this agreement

Company requires all Members to sign an "Acceptance of Service" acknowledgement. By signing this form you are agreeing to the terms and conditions of service set forth in this agreement and to the terms and conditions of payment. Failure to comply with the terms set forth in this agreement can result in immediate termination of our agreement and you will forfeit any monies paid. It is Company's intention to service you for the term of service, however should you cease payment under the terms of the agreement we will stop service until payment can be rendered. Company, also reserves the right to collect any monies not yet paid under the terms of our agreement. You also agree that any remaining payments will be applied in accordance with our agreement, regardless of your default.

Membership

Membership fee is \$19.95 for a term of three (3) months and begins from the date of sign up.

Correction and Deletion Fees

All corrections and deletions are assigned a value fee of \$20.00 US Dollars. A Member in good standing with Company, will receive a discounted fee of \$9.95 per correction or deletion, per bureau as long as Member remains in good standing for the entire term of service. If a Member falls out of good standing, at any time within a term, Member will be charged the full value fee of \$20.00 per correction or deletion, for ALL corrections or deletions, past, present or future, resulting from any efforts of Company within same term.

If a correction or deletion has been made to a Members credit report due to any efforts of Company, while Member is active, Member will be charged for the correction or deletion even if Member has canceled service or term has ended. All correction and deletion fees are due, and may be charged, 48 hours after correction or deletion from Members credit report.

A Member is not in good standing if:

- Member fails to maintain a Company preferred credit monitoring service (All three bureaus), until the end of term plus (1) one month, and maintain on file with Company, a current Username and Password for said service.
- Member fails to pay any fees due to Company within 5 days of due date.

I authorize Cheap Delete to process and charge my credit/debit card for all payments and fees due.

I fully understand my responsibility to this program and agree to the above terms, as well as acknowledging that all my questions have been answered. I also Acknowledge and agree to the total costs of these services. Please accept my payment in the form of credit/debit card.

EXHIBIT B

Attached hereto is exhibit B which is incorporated herein and executed into this agreement

Consumer Credit File Rights Under State and Federal Law

You have a right to dispute inaccurate information in your credit report 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 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, 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. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of 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 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 it 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

EXHIBIT C

Attached hereto is exhibit C which is incorporated herein and executed into this agreement
Membership Fee & Correction or Deletion Fee

As stated in the agreement, a specified membership or enrollment fee is charged on all new contracts. All services have associated charges and costs, costs of said services are only charged and considered earned after the services have been completed. At no time will Cheap Delete charge any fees for work that has not already been completed.

The following items are services included in the Membership fee:

1. Create a unique, secure interactive Member web portal for online access
2. Create a secure online environment as part of the Member web portal for secure document sharing and transfer
3. Analysis and review of Members credit report
4. Enter Data from Members credit report into internal database
5. Enter Data from Members credit report into secure interactive Member web portal
6. Enter clients information into secure web portal for tracking purposes

Standard setup procedure includes:

1. Processing request to eliminate erroneous and outdated technical data on credit reports including addresses, date of births, Social Security numbers, first names, last names, employment data etc.

The following items are examples of the actions, and or products that define our monthly services. Correction and deletion fees are due after a correction or deletion of an item to a Members credit report has occurred.

1. Analysis and review of Members file status
2. Update Members secure interactive web portal with most recent updates and or notes
3. Receiving and Processing Manual Updates
4. Respond to, Receive and or initiating correspondence via e-mail
5. Respond to, Receive and or initiating correspondence via fax
6. Respond to, Receive and or initiating correspondence via Physical Mail ie: USPS, FEDEX, UPS etc
7. Review Members credit report updates to determine next step
8. Create Dispute letters

I have given accurate information above and I give authorized representatives consent to review and obtain or assist in obtaining my personal credit reports from any available means Equifax, Trans Union, and Experian, or any third party provider for the purpose of assessing, analyzing and or assisting in the restoration, advising and or repair of my credit. I will also provide Cheap Delete with my username and password to the credit monitoring service I

select, from the Cheap Delete preferred credit monitoring service links, located on the sign up section of the Cheap Delete web site. I also acknowledge, I am solely responsible for maintaining service and payment for the credit monitoring service, for the full term, plus one month of this agreement. Members Credit/Debit card will be kept on file and used to process Members correction/deletion fees in addition to any Membership fees. Correction/deletion fees may be charged to Members card on file, 48 hours after Member has been invoiced by Cheap Delete for work completed, unless authorized by Member to process card sooner to expedite disputes.

THIS IS A LEGAL AGREEMENT BETWEEN MEMBER AND CHEAP DELETE, BY SIGNING THE APPLICATION YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS SET FORTH HEREIN, ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND YOU AGREE

Your typed name on this page constitutes a legal and binding Signature for the purpose of all Disclosures, Terms, Conditions, Contracts and Agreements herein.

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