

# **TERMS OF SERVICE**

## **PEARSONCREDITREPAIR.COM**

### **ARTICLE 1. INTRODUCTION**

**1.1.** Welcome to Pearson Credit Repair, LLC – your dedicated partner in navigating the complexities of credit repair and counseling. Our mission is to provide comprehensive and personalized credit counseling services to help you understand, improve, and maintain your credit health. The goal of this Terms of Service document ("Terms") is to outline the legal agreement between you (the "User") and Pearson Credit Repair, LLC ("we," "us," or "our") as you engage with our services through our website, <http://pearsoncreditrepair.com/>

**1.2.** This document governs your access to and use of our website and services. By accessing our website, registering for an account, or utilizing our services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you should not use our website or services.

### **ARTICLE 2. ACCEPTANCE OF TERMS**

**2.1.** Your access to and use of the services provided by Pearson Credit Repair, LLC is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use our services. By accessing or using the services, you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the service.

**2.2.** Your agreement with these Terms also includes your acceptance of our Privacy Policy, which describes our practices concerning the handling of your personal information. The latest version of our Privacy Policy can be accessed on our website.

### **ARTICLE 3. DESCRIPTION OF CREDIT COUNSELING SERVICES AND USER OBLIGATIONS**

**3.1.** At Pearson Credit Repair, LLC, we specialize in offering comprehensive credit counseling and repair services. Our services are designed to help you understand your credit report, identify areas for improvement, and take actionable steps to enhance your credit profile. Here's a detailed explanation of our services:

- *Credit Report Analysis:*  
We provide a thorough analysis of your credit report, highlighting key factors affecting your credit score. This includes identifying errors, discrepancies, and outdated information that may be negatively impacting your score.
- *Credit Score Improvement Plans:*  
Based on the analysis, we develop personalized credit improvement plans tailored to your unique financial situation. This may include strategies for debt repayment, disputing inaccuracies, and advice on improving credit utilization.
- *Credit Education:*  
Education is a cornerstone of our services. We offer resources and guidance to help you understand the factors that contribute to your credit score, how to maintain good credit, and ways to avoid common financial pitfalls.
- *Ongoing Support and Monitoring:*  
Our services include continuous support and monitoring of your credit profile. We provide updates and recommendations as your financial situation evolves, ensuring you're always on the right track towards achieving and maintaining a healthy credit score.
- *Personalized Consultations:*  
Every client's financial situation is unique. We offer one-on-one consultations to address specific concerns, answer questions, and provide expert advice tailored to your individual needs.

**3.2.** As a user of Pearson Credit Repair, LLC services, you agree to use our website and services responsibly and legally. You are obligated to provide accurate and truthful information regarding your financial situation, credit history, and personal details. Any misrepresentation of information may result in the immediate termination of our services.

**3.3.** You agree to comply with all applicable laws and regulations in your use of our services. This includes not engaging in any activity that would constitute a breach of your legal obligations to others or that could be considered unlawful or fraudulent.

**3.4.** Users must respect the privacy and confidentiality of others. This includes not disclosing any information about other users or using information obtained from our services for any unauthorized purpose.

**3.5.** You agree not to access, or attempt to access, any part of the website or its services by any means other than through the interface provided by us. This includes not using any automated means (such as scripts or web crawlers) to access the site or collect any information from the site or its users.

## **ARTICLE 4. NO GUARANTEE AND DISCLAIMER OF WARRANTY**

**4.1.** Pearson Credit Repair, LLC provides credit counseling and repair services, but it is important to understand that we cannot guarantee specific results. Credit repair and improvement are complex processes influenced by numerous factors, many of which are beyond our control. While we work diligently to assist you in improving your credit score and correcting inaccuracies in your credit report, we cannot promise or guarantee a specific outcome, such as a certain increase in your credit score or the removal of all negative items from your credit report.

**4.2.** Our services are provided "as is" and "as available" without any warranty of any kind, either express or implied. Pearson Credit Repair, LLC explicitly disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the services will meet your requirements or that the operation of the services will be uninterrupted or error-free.

**4.3.** To the fullest extent permitted by applicable law, Pearson Credit Repair, LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the services; (b) any conduct or content of any third party on the services; or (c) unauthorized access, use, or alteration of your transmissions or content.

## **ARTICLE 5. FEES, PAYMENT TERMS, AND REFUND POLICY**

**5.1.** Pearson Credit Repair, LLC charges fees for its credit counseling and repair services. The specific fees for our services will be provided to you prior to your enrollment and are subject to change. We will notify you of any changes to our fee structure with reasonable notice.

**5.2.** Payment for our services is due according to the terms specified at the time of enrollment. Whether you enroll in the Premium at \$129/month or the Custom Tier Plan at \$89/\$40 +7.95 surcharge per billed amount, it is your responsibility to adhere to the payment amounts and to ensure timely payments to continue receiving our services.

**5.3.** Refunds are generally not provided for services already rendered. Kindly note, we ask clients to give us, 180 days to be eligible for a refund. If no errors are removed after 180 days, a full refund will be issued. If you cancel services before this specified time, you void your right for a refund. In the rare instance, if a refund is issued Pearson Credit Repair, LLC reserves the right to deduct 17% of the eligible amount.

## **ARTICLE 6. CREDIT INFORMATION AND AUTHORIZATION**

**6.1.** By engaging the services of Pearson Credit Repair, LLC, you authorize us to access your credit reports from one or more credit reporting agencies for the purpose of providing credit counseling and repair services. This authorization allows us to review your credit history, identify inaccuracies, and develop strategies for credit improvement.

**6.2.** The credit information obtained will be used exclusively for the purpose of providing you with personalized credit counseling and repair services. This includes analyzing your credit history, disputing inaccuracies with credit bureaus and creditors, and providing recommendations to improve your credit score.

**6.3.** It is your responsibility to provide accurate and up-to-date personal information necessary to obtain your credit reports. You also agree to inform us promptly of any changes in your personal information to ensure effective service delivery.

## **ARTICLE 7. PRIVACY POLICY AND DATA PROTECTION**

**7.1.** At Pearson Credit Repair, LLC, we are committed to protecting your privacy. Our use of your personal and credit information is governed by our Privacy Policy, which outlines our data collection, usage, and protection practices.

**7.2.** For a detailed understanding of how we handle your personal data, please refer to our comprehensive Privacy Policy available on our website. This policy provides in-depth information about how we collect, use, secure, and share your information.

## **ARTICLE 8. INDEMNIFICATION**

**8.1.** You agree to indemnify and hold harmless Pearson Credit Repair, LLC, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney fees and costs, arising out of or in any way connected with your access to or use of our services, your violation of these Terms of Service, or your violation of any rights of another.

## **ARTICLE 9. DISPUTE RESOLUTION AND MANDATORY ARBITRATION AGREEMENT**

**9.1.** You agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the

determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in \_\_\_\_\_, before one arbitrator.

**9.2.** The arbitration shall be administered by [American Arbitration Association](#). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**9.3.** You and Pearson Credit Repair, LLC hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury.

## **ARTICLE 10. AMENDMENTS TO THE TERMS OF SERVICE**

**10.1.** Pearson Credit Repair, LLC reserves the right to amend these Terms of Service at any time. All amendments to these Terms will be posted on our website and effective immediately upon posting.

**10.2.** Your continued use of our services after the posting of any amendments constitutes your acceptance of the new terms.

## **ARTICLE 11. CLIENT RESPONSIBILITIES AND ACKNOWLEDGEMENTS**

**11.1.** As a client of Pearson Credit Repair, LLC, you acknowledge that you understand the credit counseling and repair process. You recognize that improving one's credit score is a complex process influenced by various factors, including your financial habits and credit history.

**11.2.** You acknowledge that our services are advisory and any decisions regarding your credit and financial strategies are ultimately your responsibility. You agree to consider all advice provided by Pearson Credit Repair, LLC carefully before acting on it.

**11.3.** You commit to providing accurate, complete, and up-to-date information about your financial situation. You understand that our ability to provide effective credit counseling services is dependent on the accuracy and completeness of the information you provide.

**11.4.** You acknowledge that there are inherent risks in attempting to modify your credit report and that Pearson Credit Repair, LLC cannot guarantee that all attempts to correct inaccuracies will be successful.

**11.5.** You agree to comply with all agreements made with creditors, including payment plans,

settlements, or other arrangements, and acknowledge that failing to do so may adversely affect your credit score and the effectiveness of our services.

## **ARTICLE 12. TERMINATION OF SERVICES AND CANCELLATION POLICY**

**12.1.** You may terminate your agreement with Pearson Credit Repair, LLC at any time. To do so, please contact us via the 'Cancel Services' section on our website. Pursuant to your client agreement all balances must be paid upon cancellation. Note that fees paid prior to your cancellation will not be refunded.

**12.2.** Pearson Credit Repair, LLC reserves the right to terminate your access to our services at any time and for any reason, including but not limited to breach of these Terms of Service, failure to pay fees, legal proceedings against the company, its officers, directors, employees, and agents, or providing false or misleading information.

**12.3.** Upon termination, all rights and obligations of both parties cease except for any obligations that, by their nature, extend beyond termination.

## **ARTICLE 13. MISCELLANEOUS PROVISIONS**

**13.1.** These Terms of Service shall be governed by and construed in accordance with the laws of the state in which Pearson Credit Repair, LLC is registered, without regard to its conflict of law provisions.

**13.2.** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

**13.4.** These Terms of Service constitute the entire agreement between you and Pearson Credit Repair, LLC and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Pearson Credit Repair, LLC.

## **ARTICLE 14. CONTACT INFORMATION AND CUSTOMER SUPPORT**

**14.1.** For any inquiries, support requests, or issues regarding our services or these Terms of Service, please reach out to us through the 'Contact Us' section on our website. Our dedicated customer support team will respond to your queries promptly and professionally.

*Last updated on April 20, 2024*