



Credit Repair Merchant Agreement Certification

WHEREAS, Esquire Bank, National Association (the “Bank”), _____ (the “ISO”) and _____ (the “Merchant”) entered into a Merchant Agreement dated _____, 20____ (the “Merchant Agreement”).

WHEREAS, the Merchant provided certain representations and warranties in the Merchant Agreement related to Merchant’s compliance with applicable law, including but not limited to the Credit Repair Organization Act and the Telemarketing Sales Rule; and

WHEREAS, the Merchant desires that the Bank process payments related to the Merchant’s sale of Credit Repair Services

NOW THEREFORE, as an inducement to, and in consideration of, the Bank processing the Merchant’s payments related to its sale of Credit Repair Services, the Merchant provides the following representations and warranties to the Bank:

- Merchant will not misrepresent efficacy of services nor mislead customers in any way as to what impact services will have on customers’ credit.
- Upfront payment for fees of any kind will not be charged to customers for any services to be rendered, except for the cost of pulling an initial credit report to be used as a baseline before services are rendered.
- Customer agreement must provide the customer with the ability to cancel within 3 business days of signing the agreement.
- No escrow accounts are to be set up on behalf of the merchant for the sake of scheduled fee payments.
- Merchant must provide an updated credit report to their customers as a measure of efficacy of services prior to charging customers for any of the services rendered.
- If merchant obtains clients via telemarketing (either outbound or inbound in response to an advertisement or marketing materials), they may not charge customer for services until the merchant has furnished an updated credit report to the merchant no less than 6 months after services have been rendered.

Merchant: _____

By: _____

Print Name: _____

Title: _____

Date: _____