

Rates and Agreement

When UnpaidBills.Com receives a claim it is with the understanding that our client has read and agreed to the terms and conditions of this agreement. Therefore, to avoid any chance of any misunderstanding regarding the basis upon which UPB.Com is handling accounts for collection it is strongly advised that the following agreement be PRINTED OUT AND READ prior to sending claims.

UnpaidBills.Com Service Agreement

UnpaidBills.Com (hereafter "UPB.Com") collects unpaid accounts receivable and general business related debts (hereinafter called "claim (s)") on a CONTINGENCY BASIS. If UPB.Com is not successful in collecting the claim(s) submitted, NO FEE SHALL BE DUE.

Contingent Rates:

UPB.Com has a sliding scale rate scheme which is designed to encourage the early placement of claims. The faster UPB.Com receives a claim, the greater the likelihood it will be collected. Accordingly, the rates are as follows:

For a claim placed on or before the expiration of 61 days from the payment due date of a claim the rate is 15%. For each successive 60 day period thereafter, the rate shall increase by 2.5%.

For claims that are placed more than one (1) year after the due date, the rate is 35%.

For claims that placed with an attorney for litigation purposes the rate shall not exceed 40%.

When the claim placed is based upon multiple invoices or sub-claims, the OLDEST claim controls for purposes of determining the rate.

The date that UPB.Com acknowledges receipt of the claim determines the rate. UPB.Com attempts to acknowledge all claims within a day of placement.

When claims are placed without rate defining documentation sufficient to allow UPB.Com to determine the rate, the claim will be acknowledged at the highest rate (35%). If documents are subsequently provided that evidence a lower rate, the rate in effect on the date that the rate defining documents are provided will be used.

After a claim is acknowledged by UPB.Com, the fee is earned regardless of when the claim is paid and/or credit issued and/or who receives the funds and/or regardless of the reason offered for payment. Often, debtors run to make payment of debts to UPB.Com's clients immediately after they become aware of UPB.Com's involvement, which may be because UPB.Com's staff contacted the debtor or because of a letter the debtor received. Often, debtors are reluctant to admit that UPB.Com's intervention caused them to pay. Often, debtors offer to make repayment of claims in return for new business purchases from client. Regardless of the reason for payment, or time frame, UPB.Com's fee is earned if the debtor pays the claim to anyone AFTER THE DATE OF UPB.com's acknowledgement of the claim to the client. UPB.Com will NEVER request an increase in its fees after placement because of a particularly difficult claim and will not agree to reduce its fees if the debtor pays a claim quickly after UPB.Com's acknowledgement. Additionally, UPB.Com will NOT AGREE to reduce its rate to effectuate or facilitate a settlement.

UPB.Com's rate for returned merchandise is TWO THIRDS (2/3) of the contingency rate in effect. The value of the returned merchandise for purposes of determining the fee is the value of the merchandise as set forth in the invoice(s) which describes the merchandise OR COMPARABLE document, whichever is the greater. Often, debtors wish to return merchandise to resolve claims that after inspection by UPB.Com's clients are deemed to have "no value" which would otherwise result in no fees to UPB.Com. If the merchandise has no value, the client should not accept its return.

Once UPB.com acknowledges receipt of a claim and commences its collection efforts, the client may not UNILATERALLY recall the claim from UPB.Com without incurring a "recall fee" of not less than 15% of the claim amount forwarded unless UPB.Com has violated a material term of its collection agreement with client and client has provided (a) notice of the violation in writing to UPB.Com, and (b) an opportunity for UPB.Com to correct any alleged violation within a reasonable time. An example of a material breach would be the failure by UPB.Com to provide a prompt status report upon Client's request or a failure to properly prosecute the Client's claim. Client agrees that if any dispute arises between Client and UPB.Com relative to the handling of any claim by UPB.Com on behalf of said Client, the matter shall be resolved by arbitration through the offices of the American Arbitration Association in New York City and pursuant to its rules. Client understands that when a Claim is pulled from UPB.Com, UPB.Com can no longer earn a contingent fee on the Claim. Under the law, the method of determining damages is under the principal of Quantum Meruit which means the Value of the Services Rendered and has no relation to the benefit received by Client. UPB.Com prosecutes Quantum Meruit claims whenever feasible to protect its interests.

UPB.Com reserves the right to bill Client for charges relating to the copying and handling of documents when such charges are deemed appropriate. Often, relatively small claims involve voluminous documentation and unless client provides sufficient copies of the documentation required Client agrees to pay UPB.Com's copy charges.

Where it appears to UPB.Com that a claim is frivolous and/or without merit, UPB.Com reserves the right to reject the claim without penalty. Where the Client insists on proceeding under some theory that Client claims will eventually prevail, UPB.Com reserves the right to receive "earnest money" from such Client to be applied to any fee that UPB.Com would earn from such claim if the claim is ultimately uncollectible.

UPB.Com respects the rights and efforts of attorneys it retains on behalf of Clients who authorize suit. UPB.com requires the cooperation of said attorneys for matters referred to them before, during and after any particular Claim from any Client. UPB.Com vigorously supports attorneys who are not paid by Clients who authorize suit, receive a benefit from the attorney's involvement and then seek to avoid payment for whatever reason.

When suit is authorized, UPB.Com becomes an agent for both the Client and the retained attorney. Costs for suit must be paid by clients in a timely manner. If after suit is commenced the debtor interposes a counterclaim against the client the ATTORNEY is entitled to a fee for defense representation IF THE ATTORNEY HAS PREVIOUSLY ADVISED CLIENT THAT A COUNTERCLAIM MAY BE BROUGHT and the Client authorizes suit despite the warning. A client who, after being countersued, directs the attorney to drop the matter and negotiate a mutual dismissal is entitled to a dismissal fee of not less than 15% of the claim (or as agreed by the parties) on the theory that the mutual dismissal works a benefit to the Client in that it can no longer be sued by the debtor.