



**Accreditation Standards**

You have read, understand, and agree to comply with The BBB Code of Business Practices (which are the BBB’s accreditation standards). You certify that you will abide by BBB policy and accreditation standards, which, among other things, require you to make good faith efforts to resolve any complaints filed with the BBB, and agree to BBB mediation or arbitration if requested by the Better Business Bureau. (Arbitration rules may be viewed at <http://go.bbb.org/2dcQQeB>, or contact BBB for a copy.)

You will be required to comply with the BBB standards’ dispute resolution requirements following termination of this agreement if the transaction from which the dispute stems took place during the term of this agreement and a complaint is filed with the BBB within one year of the transaction.

**Suspension/Termination**

1. **By BBB.** If BBB suspends you under its bylaws, you agree to cease immediately using BBB trademarks in all transient media specified in Paragraphs II (2) and (3). Upon suspension, BBB will disable the BBB*OnLine* logo’s authentication until you remove it from your web site. If suspended, you may request review of the suspension under applicable bylaws procedures. Unless the suspension is set aside following a review, the suspension will become final and this agreement will be terminated. BBB may terminate this agreement at any time if the marks licensed herein are invalidated or cancelled, if you violate the terms of this agreement, or if you are terminated as a BBB Accredited Business. If terminated, you agree to cease immediately using BBB trademarks in all media and to remove BBB plaques and decals from all places where displayed.

2. **By You.** This Agreement will terminate upon your failure to pay annual accreditation fees prescribed by the BBB Board of Directors. You may also terminate this Agreement on thirty (30) days written notice to the BBB. Upon termination, you agree to immediately destroy any materials bearing the BBB name and seals and to remove the BBB Accredited Business plaque and decals and all online identification from all places where you display them. If you continue to use the BBB name and/or seals without authorization, or in non-transient media following accreditation termination, you will be obligated to handle complaints filed with the BBB in accordance with dispute resolution provisions in BBB accreditation standards.

**Indemnification and Limitation of Liability**

You agree to indemnify and hold the BBB and Council of Better Business Bureaus, Inc. (as trademark owner on behalf of the BBB system) and their officers and directors harmless against any loss, damage or expense (whether direct, indirect or consequential), including reasonable attorney’s fees, arising out of any misuse of BBB trademarks or of any violation of the terms and conditions of this Agreement. You also agree to indemnify and hold the BBB and CBBB harmless against any loss, damage or expense, including reasonable attorney’s fees, with respect to all third party claims of any kind, including product liability, arising in connection with your product(s) or service(s). You agree you will not sue for monetary damages on any matter concerning this Agreement.

**Relationship of Parties**

You are not and will not represent yourself as an agent, representative, partner, subsidiary, joint venture, or employee of BBB, nor can you represent that you have any authority to bind or obligate BBB in any manner or in any thing. You shall not challenge the rights of BBB in and to its trademarks, or take any action inconsistent with such rights.


Nothing in this Agreement or in your use of the BBB name or seals shall confer any endorsement or approval of your products or services. Accredited Business’ use of these marks is intended only to convey accreditation by the BBB and a commitment to abide by BBB Standards for Trust, including customer dispute resolution.

**Agreement to Above Terms:**

Company Name (please print): Irving S. Bergrin LPA CO

Company Representative (please print): Irving S. Bergrin

Title: Owner

Signature: 

Date: 02/13/2018

Note: BBB Accreditation fees are not deductible as a charitable contribution, but may be deductible as a business expense. Payment is required with application but will be returned (minus processing fees) if your organization is not approved for accreditation. BBB accreditation fees are not refundable if accreditation is suspended or revoked, and are only refundable (minus any processing fees) if requested within 30 days of your accreditation application or renewal payment. There will be a \$25.00 charge for all NSF checks.



## **BBB Code of Business Practices**

The BBB Code of Business Practices represents sound advertising, selling and customer service practices that enhance customer trust and confidence in business. The Code is built on the BBB Standards for Trust, eight principles that summarize important elements of creating and maintaining trust in business.

This Code also represents standards for business accreditation by BBB. Businesses based in the United States and Canada that meet these standards and complete application procedures will be accredited by BBB.

**To be accredited by BBB a business or organization affirms that it meets and will abide by the following standards:**

### **1. Build Trust**

**Establish and maintain a positive track record in the marketplace.**

**An accredited business or organization agrees to:**

A. Have been operational (actively selling products or services) in any BBB service area for at least the most recent 6 months, unless the principal(s) previously operated a similar business with an eligible record (one that qualifies for BBB accreditation).

B. Fulfill all licensing and bonding requirements of applicable jurisdictions; provide all license and bonding information upon application for BBB accreditation; and provide periodic updates upon request of BBB.

C. Be free from government action that demonstrates a significant failure to support BBB ethical principles in marketplace transactions (this requires a determination by BBB as to the nature of any violation, whether it was caused or condoned by management, and actions taken to resolve underlying issues that led to the government action).

D. Maintain at least a B rating at the accrediting BBB and the BBB where it is headquartered, if different.

E. In its relationship with BBB:

- meet all applicable standards within this Code of Business Practices
- cooperate with BBB's activities and efforts to promote voluntary self-regulation within the business' industry
- honor any settlements, agreements or decisions reached as an outcome of a BBB dispute resolution process
- complete the required application and pay all monetary obligations to BBB in a timely manner

## **2. Advertise Honestly**

**Adhere to established standards of advertising and selling.**

**An accredited business or organization agrees to:**

A. Follow federal, state/provincial and local advertising laws.

B. Abide by the BBB Code of Advertising, available online at: <http://www.bbb.org/membership/codeofad.asp>. Supply, upon request, substantiation for advertising and selling claims. Correct advertising and selling practices, when recommended by BBB.

C. Adhere to applicable BBB industry codes of advertising.

D. Cooperate with BBB self-regulatory programs for the resolution of advertising disputes.

E. Use the BBB name and logos in accordance with BBB policy.

F. Avoid misleading customers by creating the false impression of sponsorship, endorsement, popularity, trustworthiness, product quality or business size through the misuse of logos, trustmarks, pictures, testimonials, or other means.

## **3. Tell the Truth**

**Honestly represent products and services, including clear and adequate disclosures of all material terms.**

**An accredited business or organization agrees to:**

A. Make known all material facts in both written and verbal representations, remembering that misrepresentation may result not only from direct statements but by omitting or obscuring relevant facts.

B. Ensure that any written materials are readily available, clear, accurate and complete.

#### **4. Be Transparent**

**Openly identify the nature, location, and ownership of the business, and clearly disclose all policies, guarantees and procedures that bear on a customer's decision to buy.**

##### **An accredited business or organization agrees to:**

A. Upon request, provide BBB with all information required to evaluate compliance with BBB standards. This may include, but is not limited to business name, address and contact information; names and background of principals; business and banking references; licensing and/or professional accreditation; and a complete description of the nature of the business.

B. Clearly disclose to customers:

- direct and effective means to contact the business
- terms of any written contract
- any guarantees or warranties accompanying a product
- any restrictions or limitations imposed (e.g. limited supply, maximum number available per customer)
- the business' return/refund policy
- any recurring commitment into which the customer may be entering, including information on how future billing will occur
- total cost of the transaction, including tax, shipping and handling, and other related charges

C. If selling products or providing services on Web sites or via other electronic means:

- provide any required product labeling information
- disclose the nature and terms of shipping, including any known delays or shortages of stock
- provide an opportunity to review and confirm the transaction before the sale is completed
- provide a receipt summarizing the transaction after the purchase

#### **5. Honor Promises**

**Abide by all written agreements and verbal representations.**

**An accredited business or organization agrees to:**

- A. Fulfill contracts signed and agreements reached.
  
- B. Honor representations by correcting mistakes as quickly as possible.

**6. Be Responsive**

**Address marketplace disputes quickly, professionally, and in good faith.**

**An accredited business or organization agrees to:**

A. Promptly respond to all complaints forwarded by BBB by:

1. Resolving the complaint directly with the complainant and notifying BBB, or
  
2. Providing BBB with a response that BBB determines:
  - is professional and respectful,
  - addresses all of the issues raised by the complainant,
  - includes appropriate evidence and documents supporting the business' position, and
  - explains why any relief sought by the complainant cannot or should not be granted.

B. Make a good faith effort to resolve disputes, which includes mediation if requested by BBB. Other dispute resolution options, including arbitration, may be recommended by BBB when other efforts to resolve a dispute have failed. BBB may consider a business' willingness to participate in recommended dispute resolution options in determining compliance with these standards.

C. Comply with any settlements, agreements or decisions reached as an outcome of a BBB dispute resolution process.

D. Cooperate with BBB in efforts to eliminate the underlying cause of patterns of customer complaints that are identified by BBB.

**7. Safeguard Privacy**

**Protect any data collected against mishandling and fraud, collect personal information only as needed, and respect the preferences of customers regarding the use of their information.**

**An accredited business or organization agrees to:**

### A. Respect Privacy

Businesses conducting e-commerce agree to disclose on their Web site the following:

- what information they collect,
- with whom it is shared,
- how it can be corrected,
- how it is secured,
- how policy changes will be communicated, and;
- how to address concerns over misuse of personal data.

### B. Secure Sensitive Data

Businesses that collect sensitive data online (credit card, bank account numbers, Social Security number, salary or other personal financial information, medical history or records, etc.) will ensure that it is transmitted via secure means.

Businesses will make best efforts to comply with industry standards for the protection and proper disposal of all sensitive data, both online and offline.

### C. Honor Customer Preferences

Businesses agree to respect customer preferences regarding contact by telephone, fax and e-mail, and agree to remedy the underlying cause of any failure to do so.

## **8. Embody Integrity**

**Approach all business dealings, marketplace transactions and commitments with integrity.**

**An accredited business or organization agrees to:**

Avoid involvement in activities that reflect unfavorably on BBB, and maintain a public image or reputation and a level of financial responsibility which is not of such a nature as to unfavorably affect public opinion of the BBB, its members or objectives.

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## Document History

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21:22:51 UTCSigned by Christine Roberts (christine@cleveland.bbb.org)  
IP: 207.89.41.242**02/13/2018**  
21:22:56 UTCSent for signature to Irving Bergrin (ibergrin@aol.com) from  
christine@cleveland.bbb.org  
IP: 207.89.41.242**02/13/2018**  
21:48:46 UTCViewed by Irving Bergrin (ibergrin@aol.com)  
IP: 108.205.240.18**02/13/2018**  
21:49:51 UTCSigned by Irving Bergrin (ibergrin@aol.com)  
IP: 108.205.240.18**02/13/2018**  
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The document has been completed.