



831 West Morse Blvd.  
Winter Park, FL 32789  
Toll Free – 800 820 9232 – Local 407 599 0057  
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www.consumerdebt counselors.com

## STUDENT LOAN ADVISORY AGREEMENT

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

**This Student Loan Advisory Agreement is entered into between Client and Consumer Debt Counselors (“CDC”) as of the date provided above.** Client agrees to engage the professional services of CDC for consultation regarding Client’s student loan debt. Client will abide by the provisions of this Agreement, which are as follows:

1. Based on information to be provided by Client, CDC will use diligent efforts to provide a thorough analysis of Client’s student loan debt. This includes provision of: (a) a summary of the factors surrounding Client’s need for assistance, (b) an explanation of the student loan repayment process, and (c) an assessment of potential options to restructure Client’s student loan debt.
2. Client understands that CDC is not affiliated with the Department of Education or any governmental entity, and that the information, recommendations, and forms provided by CDC may be accessible to the public via a variety of sources. Client also understands that Client is responsible for any decision made on the basis of any information provided by CDC. CDC and its employees are not legal professionals and should not be relied upon for legal advice. Information provided by CDC is for informational purposes only. Clients should seek out advice from qualified legal professionals to fully understand and comply with applicable laws associated with student loan debt.
3. Client authorizes CDC, if CDC deems necessary, to:
  - (a) Obtain a copy of Client’s credit report in order to enable CDC to better assess Client’s financial situation. All information contained in the credit report will be considered confidential and used for legitimate business purposes under the Fair Credit Reporting Act; and
  - (b) Obtain a list of Client’s defaulted loans via [www.myeddebt.com](http://www.myeddebt.com) utilizing the required personal data information. This web site currently does not require use of, nor disclose, Client’s student loan Personal Identification Number (PIN). In the future, should such PIN become available on such web site, CDC will discontinue use of such web site in order to avoid access to such PIN.

**Please Note: Consumer Debt Counselors will never ask for Client’s Personal Identification Number (PIN) for purposes of student loan consultation and/or services. Client should never give out Client’s PIN to CDC or to any person or entity.**

4. Services to be provided by CDC to Client are: to analyze and advise with respect to any and all options to either cancel, forgive, defer, forbear, consolidate, or reduce payment size of, student loan debt, in accordance with options provided by the Department of Education or their individual lender. Provision of such services will include guidance as to forms that may be required by governmental agencies. Client agrees to make payments for fees payable to CDC for such services as agreed to by the client, as set forth on the first page of this Agreement. Client agrees to make all fee payments by cashier’s check, money order, or electronic funds transfer made out to “Consumer Debt Counselors Trust Account” or “CDC Trust Account”. Client understands that CDC cannot and will not accept personal checks into the Trust Account.

5. Limited Money Back Guarantee: CDC will offer a refund of all fees actually paid to CDC hereunder in the event that CDC in its sole discretion determines that Client is not eligible for CDC's services. If Client is deemed eligible to receive the benefit of CDC's services, then CDC shall be entitled all fees paid to CDC. The liability of CDC and its officers, owners, employees, agents and affiliates shall be limited to the amount of the fees paid by Client to CDC hereunder. The Money Back Guarantee is subject to the information Client provides to CDC. CDC makes no representation or warranty as to the services to be provided hereunder.

**6. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT FOR ANY REASON WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE OF ITS EXECUTION AND RECEIVE A FULL REFUND OF ANY PAYMENTS MADE.** You, the client, understands and acknowledge that your electronic acceptance of the terms of this Agreement constitutes your signature on this agreement. To cancel this Agreement, you may mail or deliver a signed, dated notice stating the desire to cancel this transaction, including your name, or any other written notice to Consumer Debt Counselors, Inc. at 831 W. Morse Blvd., Winter Park, FL 32789. Alternatively, you can cancel this Agreement by sending an email stating your name and your desire to cancel this transaction to [customerservice@email.com](mailto:customerservice@email.com). You can also cancel this transaction by calling our toll free number 800-820-9232. In addition to any refund available to you if you cancel this Agreement within the first (5) days as identified herein, you will be entitled to a full refund.

7. Other Provisions:

(a) Client understands that authorized governmental agency staff, accreditation agency or others with authority to monitor agency practices may review Client's file for quality assurance, compliance, and research purposes. If such a review should occur, Client understands that Client's identity will be kept confidential in any findings.

(b) Client hereby agrees to hold CDC, its employees, officers, directors, and agents harmless from any claim, suit, action or demand made by any of Client's creditors and any other person, which in any manner may arise from any action or inaction taken by CDC or Client's creditors, in connection with any services rendered by CDC for Client.

(c) The terms of Exhibits A attached hereto are incorporated into this Agreement by this reference.

(d) By signing herein below, Client acknowledges that Client has read, understands, and agrees to all of the terms and conditions of this Agreement (including Exhibits A and B). Both CDC and Client have received a copy of this Agreement. CDC and Client agree that there are no other agreements, promises or representations, unless executed in writing between CDC and Client other than those contained in this Agreement. If Client's student loan includes a co-debtor, the co-debtor shall provide signature below, indicating co-debtor's agreement with the terms and conditions hereof.

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Client Signature  
Date:

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Co-Debtor Signature (if applicable)  
Date:

**Consumer Debt Counselors  
831 W. Morse Blvd.  
Winter Park, FL 32789**

## **Additional Terms To Student Loan Advisory Agreement**

1. Consumer Debt Counselors, Inc. does not charge in advance of any services being rendered. The Advisory Program consists of three (3) major services: Intake, Analysis, and Advisory of Options. CDC charges only after each agreed upon service is rendered fully and completely. You agree and acknowledge that CDC charges only for services after they are fully and completely rendered.
2. Consumer Debt Counselors, Inc. (CDC) provides information and advice to student loan borrowers. CDC is not a United States Government website or entity, or associated in any way with the William D. Ford Federal Direct Loan Program, the U.S. Department of Education or Federal Student Aid. If you (Client) have questions about your Direct Student Loans, please contact the Direct Loans Center at 800-848-0979. WE (CDC) ARE NOT A LENDER. We do not guarantee loan approval or acceptance into any loan program or specific terms or conditions with any lender.
3. Our service is affected in large part by the quality of information you (Client) provide to us (CDC), which information we cannot guarantee. In the event you are considered suitable to receive the benefits of our services, we reserve the right to hold all deposits made to us. The liability of Consumer Debt Counselors and its officers, owners, employees, agents and affiliates shall be limited to the amount of the Consult Fee paid by Client. Consumer Debt Counselors and its officers, owners, employees, agents and affiliates make no representations or warranties of any kind as to the services to be provided herein.
4. While CDC makes no representation regarding the length of time with respect to services to be rendered, Client should anticipate analysis of options and presentation of solutions within 45 days of initial contact from Student Loan Specialist.
5. CDC and its employees are not tax or accounting professionals and should not be relied upon for tax or accounting advice. Information provided by CDC is for informational purposes only. Clients should seek out advice from qualified tax and accounting professionals to fully understand and comply with applicable tax and other laws associated with student loan debt. Any portion of student loan debt that is forgiven may be subject to taxation – check with your tax advisor.
6. Responsibility of Client to Provide Information in Timely Manner- Client understands it is client's responsibility to respond to any request for information from CDC in a timely manner. Consequently, client understands that client's failure to respond in a timely manner, which shall include submitting the necessary forms, documents, and all other information that CDC requests from client, may result in the forfeiture of the Money Back Guarantee, meaning CDC shall be entitled to the full amount of any and all fees submitted to CDC for any Student Loan Services in return for the work that CDC has done on client's behalf. Furthermore, client understands that if the information client provides to CDC is inaccurate or false in any way, thus resulting in a faulty or incomplete analysis of client's student loan debt, this may result in the forfeiture of the Money Back Guarantee, meaning CDC shall be entitled to the full amount of any and all fees submitted to CDC for any Student Loan Services. Failure to respond to CDC's request for information, such as, but not limited to, general information, information regarding student loan status, signed documents, etc., in a timely manner may result in client's file being closed, with the Money Back Guarantee being forfeited, and client being subject to a new enrollment fee if client chooses to continue utilizing the Advisory service.



**Electronic Funds Transfer Form**

Fee Schedule (choose one): ☐ 1 Payment: \$\_\_\_\_\_

Or

☐ \_\_\_\_\_ Monthly Payments: \$\_\_\_\_\_ for a total of \$\_\_\_\_\_

First Payment Date: \_\_\_\_\_ First Payment Amount: \$\_\_\_\_\_

Subsequent Monthly Payment Dates (if applicable): \$\_\_\_\_\_ on \_\_\_\_\_ (Specify Day of Month)

Name On Account (Please Print): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please Transfer Payments From My:

\_\_\_\_\_ Checking Account (Attach Voided Check)

\_\_\_\_\_ Savings Account (Attach a Savings Deposit Slip)

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

I authorize Consumer Debt Counselors, Inc. to process debit entries from my account. This authority will remain in effect until I give reasonable notification to terminate this authorization or my debt is paid in full. I authorize CDC to change the monthly debit amount without advance notice to meet the required payments up to \$30.00 and; additionally authorize CDC to increase over \$30.00 upon written request. I understand there will be a \$25.00 automatically charged to my account for any insufficient funds (NSF) transactions. This \$25.00 is in addition to any fees my financial institution charges for insufficient funds. I have attached a voided check or savings deposit ticket.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_