

Dear \_\_\_\_\_,

Congratulations on your decision to enroll in our Student Loan Advisory Program. "Company" is a non-profit counseling agency helping consumers like you identify potential programs suitable to your situation. Employing the services of an experienced agency is the first step in resolving burdensome repayment plans, collection efforts, and potential garnishments. Ultimately, the goal of our Student Loan Advisory Program is to determine every option available to you and equip you with the knowledge and forms necessary to successfully take advantage of the best possible solution.

To begin, please carefully read the enclosed Agreement and all of its attachments, making sure all pages are signed and dated where indicated. Be sure to retain a copy of all documents for your records. In this packet, you will find a copy of the following forms, which you must complete to engage our organization to assist you:

- Client Agreement (pages 2-5) (sign and return) - This agreement authorizes our company to perform advisory services.
- Credit Card Authorization Form - This form authorizes our company to charge program fees to your credit card.

If you have any questions when reviewing the attached documents, please feel free to contact the representative you first spoke with when completing these documents. Due to the importance of this material and so we may start working for you as soon as possible, return these documents via fax, email, or mail as soon as possible. If you electronically signed this package, then you don't need to send anything back, and this copy is for your records.

Once you have completed and returned these documents, you will receive a call from one of our Student Loan Advisors within seven days, or you may call us at 1-877-784-2008. At that time, we will conduct an in-depth analysis of your student loan history. We will explore all potential options for resolution.

Sincerely,

## STUDENT LOAN ADVISORY AGREEMENT

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

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

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

1. Client will provide TCA with complete, accurate and truthful information. Failure of Client to provide TCA with information that is complete, accurate and truthful may result in the cancellation of the Program.
2. Based on information to be provided by Client, TCA 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 repay Client's student loan debt.
3. Client understands that TCA is not affiliated with the Department of Education or any governmental entity, and that the information, recommendations, and forms provided by TCA may be accessible to the public via a variety of sources. Client also understands that Client is solely responsible for any decision made on the basis of any information provided by TCA. TCA and its employees are debt counselors, but not legal professionals or attorneys and should not be relied upon for legal advice. Clients should seek out advice from qualified legal professionals to fully understand and comply with applicable laws associated with student loan debt.
4. Client authorizes TCA, if TCA deems necessary, to:
  - (a) Obtain a copy of Client's credit report in order to enable TCA 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, TCA will discontinue use of such web site in order to avoid access to such PIN, and may require Client to directly provide such information to TCA.

**Please Note: Take Charge America 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 TCA or to any person or entity.**

5. Services to be provided by TCA 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 TCA 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 credit or debit card as authorized on the attached Credit Card Authorization Form.

**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, understand 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 Take Charge America, Inc. at 20620 North 19th Ave, Phoenix, AZ 85027-3585. Alternatively, you can cancel this Agreement by sending an email stating your name and your desire to cancel this transaction to [studentloans@takechargeamerica.org](mailto:studentloans@takechargeamerica.org). You can also cancel this transaction by calling our toll free number 877-784-2008. 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. Client hereby agrees to defend and hold harmless TCA, its officers, employees, directors, and any supporting servicer(s) and affiliate(s) from and against any claims and liability of any nature whatsoever arising out of or in connection with Client's failure to timely provide requested information to TCA, Client's lack of authority or ability to complete terms of this Agreement, and all other claims arising out of this Agreement or relating to Client's loans and other financial obligations. This Agreement constitutes the entire agreement between the parties. TCA makes no warranty, express or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against TCA, its officers, directors, employees, agents, brokers and assignees, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of TCA or Client's failure to follow any recommendation of TCA, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination of this Agreement.

8. In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Arizona or in the county in which the consumer resides, in accordance with the Laws of the State of Arizona for agreements to be made in and to be performed in Arizona. The parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (not attorneys' fees) of arbitration equally. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination.

9. By virtue of Client's signature below, Client acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement without change or modification and that he/she has received a true and complete copy hereof, effective on the date below. This Agreement is the only agreement between the parties and there is no other collateral agreement (oral or written) between the parties in any manner relating to the subject matter of this agreement. If any portion of this agreement is held to be invalid or unenforceable, the remaining provisions will remain in effect. The parties mutually understand and agree that a facsimile copy signature or an electronic signature on this agreement shall be deemed an original for all lawfully enforceable purposes. 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.

10. Liability under this Agreement and/or relating directly or indirectly to Client's participation in any

government loan or relief program, under any theory of liability regarding any claim by the Client is limited to the amount of fees paid by Client and received by TCA. The Parties agree to be contractually bound to such limitation on any damages, and agree not to demand or attempt to recover any amount in excess of such. It is the express intent of the parties to be bound by these limitations and this section shall survive any termination.

11. Client consents to do business electronically with TCA. Client understands that electronic transactions, not limited to emails, are inherently unsecure and that both Client and TCA will take all reasonable steps to maintain the Privacy of the information shared between the parties. Client consents to receive information and documents relating to this Agreement and TCA services via electronic mail, text message, facsimile, voicemail, and any other common electronic means. Client understands that all costs associated with the receipt, review and use of such electronic communications shall be those of Client, such as maintaining access to the Internet or paying for text messages. Client consents to receive updates and documents relating to this Agreement along with other services and programs offered by TCA via prerecorded voice messages, text/SMS messages, and/or through the use of an automated dialing system to telephone numbers provided by Client. Client may contact TCA at any time to opt-out of receiving updates, new programs or offers through prerecorded or autodialed messages. Consent to this section does not bind Client to any future purchases of new services. This section shall survive any termination.

12. You may, of course, try to find resolution for your loans yourself without paying anyone a fee - the results could be the very same or they might vary. However, our services are counseling based. We charge for our services, but not for application fees because the government doesn't charge those either. We wade through all of your circumstances and available programs in order to identify the best solutions, while working to ensure you do not miss out on an ideal option or possibly make a mistake in choosing one solution over another. Please note that TCA does not expressly or impliedly warranty, represent or guarantee that it will be able to reduce your total student loan debt or monthly payments. The government does not charge you any fee to "do it yourself" and submit your application(s), and we only charge for our time, expenses, services and expertise.

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

(c) BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), I HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY TCA, ANY OF ITS AGENTS, TO FOREGO A STUDENT LOAN PAYMENT DURING THIS PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS, AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING ANY SERVICES THAT CLIENT APPLIES FOR. I FURTHER ACKNOWLEDGE THAT NO GUARANTEES OR PROMISES RELATING TO GOVERNMENT AGENCIES OR ANY RELIEF THAT THE CLIENT MAY RECEIVE HAVE BEEN PROVIDED TO CLIENT BY TCA, AND/OR ANY OF ITS AGENTS, AND/OR AFFILIATES AND A POSITIVE OUTCOME IS NOT GUARANTEED. I UNDERSTAND AND CONSENT TO THE ARBITRATION CLAUSE AND LIMITATION OF LIABILITY CONTAINED HEREIN, AND HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT IN ITS TOTALITY AND ASK ANY QUESTIONS OF TCA.

\_\_\_\_\_  
Client Signature

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

\_\_\_\_\_  
Co-Debtor Signature (if applicable)

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

**Take Charge America**  
20620 North 19th Ave  
Phoenix, AZ 85027-3585

**EXHIBIT A**  
**Additional Terms**  
**To Student Loan Advisory Agreement**

1. Take Charge America, Inc. (TCA) provides information and advice to student loan borrowers. TCA 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 (TCA) ARE NOT A LENDER. We do not guarantee loan approval or acceptance into any loan program or specific terms or conditions with any lender.

2. Our service is affected in large part by the quality of information you (Client) provide to us (TCA), 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 Take Charge America and its officers, owners, employees, agents and affiliates shall be limited to the amount of the Consult Fee paid by Client. Take Charge America and its officers, owners, employees, agents and affiliates make no representations or warranties of any kind as to the services to be provided herein.

3. While TCA 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.

4. TCA and its employees are not tax or accounting professionals and should not be relied upon for tax or accounting advice. Information provided by TCA 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.

5. Responsibility of Client to Provide Information in Timely Manner- Client understands it is Client's responsibility to respond to any request for information from TCA 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 TCA requests from Client, may result in Client's file being closed, and Client being subject to a new enrollment fee if Client chooses to continue utilizing the Advisory service. Furthermore, Client understands that if the information Client provides to TCA 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 Client's file being closed, and Client being subject to a new enrollment fee if Client chooses to continue utilizing the Advisory service.