

# Student Loan Counseling Agreement

1. Money Management International (MMI) is a nonprofit agency and will counsel you about your student loan debt and your financial options and provide you with an action plan. We cannot guarantee any outcome to your session although together we will cover all of your current options based on your individual circumstances. During the course of your counseling session, your counselor may suggest that you consider using other MMI services once we have completed our work together if such additional services are appropriate. You are under no obligation to learn more about these services or engage them and your session will not be affected if you choose not to follow my suggestion.
2. Our counseling services are confidential, but your call may be monitored or recorded to ensure the highest level of quality. Additionally, our services are monitored for compliance and research purposes, and those findings are also kept confidential to protect your privacy. MMI's privacy notice is available on our Web site, which is MoneyManagement.org.
3. In order to provide free and low cost counseling, we accept contributions from the community, including creditors. We will charge a fee for services for your participation in a comprehensive student loan counseling session. However, MMI does have a policy to reduce fees under certain circumstances based on your family's monthly gross income in relation to Federal Poverty Level Guidelines. You are not required to seek MMI's services or pay any fees if you choose to pursue other options. You authorize MMI to charge you up to \$219<sup>00</sup> for its student loan counseling services, as you will agree to in writing during your session. In the event you seek additional services, you will separately authorize such charges.
4. Your counselor is not an attorney and cannot give legal advice. For legal or tax advice, including bankruptcy, you need to contact other professionals. MMI would never ask for your personal identification number (PIN) for purposes of student loan consultation and/or services. MMI is not affiliated with the Department of Education or any government entity. MMI would never advise you to not pay any of your creditors.
5. To better understand your financial situation and assist you in repaying your debt, MMI will obtain an internal credit report that does not appear as a consumer inquiry on your credit record. This credit report will be kept confidential and will only be used for legitimate business purposes under the Fair Credit Reporting Act. For research purposes, you also authorize MMI to pull your credit bureau one year, two years and five years after your session. Under no circumstances will MMI share this data outside of MMI in a way that would personally identify you.
6. To better assist you, you consent to do business electronically with MMI. You accept communications from MMI via electronic mail, text message, pre-recorded phone messages, auto-dialed calls and any other means available.
7. MMI will not be held responsible for your actions or inactions. In the event a claim arises against MMI based on your action or inaction, you will defend and hold MMI, its officers, employees, directors and any other related parties from and against any claims and liability of any nature whatsoever. In the event of any dispute between the parties relating to these services, both MMI and you agree to arbitration administered by the American Arbitration Association pursuant to its rules and procedures.


**Why?**

Financial organizations choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you seek from us. This information can include:

- Social Security number
- Employment information
- Credit card or other debt information
- Income and expense information
- Asset and liability information, including mortgage information
- Medical debt information
- Credit history and credit scores

When you are *no longer* our client, we continue to share your information as described in this notice.

**How?**

All financial organizations need to share their clients' personal information in order to provide the services requested by their clients. In the section below, we list the reasons financial organizations can share their clients' personal information; the reasons MMI chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MMI share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), and respond to court orders and legal investigations	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	Yes
<b>For joint marketing with other financial organizations</b> — organizations that help consumers with financial problems	Yes	Yes
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes*	Yes

**Questions and how to opt out?**

Call toll-free 888.845.5669 or email your request to [Privacy@MoneyManagement.org](mailto:Privacy@MoneyManagement.org). If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

**Who are we?**
**Who is providing this notice?**

This privacy notice is being provided by MMI and its related organization, Money Management International of Massachusetts and Mapping Your Future.

## What we do

<b>How does MMI protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Also, MMI only allows employees, authorized service providers and other parties as required or permitted by law to access your information.
<b>How does MMI collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>● seek budget and debt counseling, bankruptcy counseling and education, housing counseling services or contact us for other information</li> <li>● give us your contact information</li> <li>● seek advice about your debt, including your mortgage</li> <li>● give us your employment and financial information, including information about your income and debts</li> <li>● provide us your mortgage information</li> <li>● request assistance with a lender's loan modification process</li> <li>● provide us information on our web site</li> </ul> <p>We also may collect your personal information from others, such as credit bureaus, unsecured creditors, mortgage servicers, and other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>MMI needs this information and the ability to share it so that we can help you. If you were able to limit us fully from sharing this information, we would be unable to offer you the assistance you are requesting from us.</p> <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What if I hold an account jointly with someone else?</b>	Your choice will apply to everyone on your account.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>Money Management International of Massachusetts is an affiliate of MMI.</i></li> <li>● <i>Mapping Your Future is an affiliate of MMI.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>Nonaffiliates we share with can include Homeownership Preservation Foundation and trade groups for our service sector like the Association of Independent Consumer Credit Counseling Agencies.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners may include other nonprofit organizations and trade groups for our service sector.</i></li> </ul>

## Other important information

California: In accordance with California law, we will not share information we collect about you with companies outside of MMI, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide products and services you request. We will limit sharing among our companies to the extent required by California law.

Vermont: In accordance with Vermont law, we will not share information we collect about Vermont residents with companies outside of our corporate family, except as permitted by law, such as with your consent, to service your accounts or to other financial institutions with which we have joint marketing agreements. We may share information about our transactions or experiences with you within our corporate family without your consent.

\*Please keep in mind that, as permitted by applicable law, if you enroll in a co-branded service with us and one of our joint financial service providers, we share information about you with that company in connection with maintaining and servicing your account, including for that company to market to you. As permitted by applicable law, our products and services are subject to terms and conditions, which may include authorizations and consents to share information about you with your creditors. Federal law does not give you the right to limit this sharing.