1 2	ALDEN F. ABBOTT Acting General Counsel				
3	SARAH SCHROEDER, Cal. Bar No. 221528				
4	ROBERTA TONELLI, Cal. Bar No. 278738 EVAN ROSE, Cal. Bar No. 253478				
5	Federal Trade Commission 901 Market Street, Suite 570				
6	San Francisco, CA 94103				
7	sschroeder@ftc.gov, rtonelli@ftc.gov, erose@ftc.go Tel: (415) 848-5100; Fax: (415) 848-5184	JV			
8					
9	UNITED STATES DIS NORTHERN DISTRICT				
10	OAKLAND D	IVISION			
11	-				
12	FEDERAL TRADE COMMISSION,	Case No. 4:18-cv-00806-SBA			
13	Plaintiff,	Related Case: 4:17-cv-04817-SBA			
14	vs.	DECLARATION OF SCOTT BELNAP			
15	AMERICAN FINANCIAL BENEFITS	IN SUPPORT OF FEDERAL TRADE COMMISSION'S MOTION FOR			
16	CENTER, a corporation, also d/b/a AFB and AF	PRELIMINARY INJUNCTION			
17	STUDENT SERVICES;				
18	AMERITECH FINANCIAL, a corporation;				
19	FINANCIAL EDUCATION BENEFITS				
20	CENTER, a corporation; and				
21	BRANDON DEMOND FRERE, individually and as an officer of AMERICAN FINANCIAL				
22	BENEFITS CENTER, AMERITECH FINANCIAL, and FINANCIAL EDUCATION				
23	BENEFITS CENTER,				
24	Defendants.				
25					
26					
27					

DECLARATION OF SCOTT BELNAP IN SUPPORT OF FEDERAL TRADE COMMISSION'S MOTION FOR PRELIMINARY INJUNCTION 4:18-CV-00806-SBA

28

#### DECLARATION OF SCOTT BELNAP

- 1. My name is Scott Belnap and I reside in Riverton, Utah. The following statements are within my personal knowledge and if called as a witness, I could and would competently testify thereto.
- 2. During December of 2017, I graduated from Boise State University and had a significant amount of student loan debt. As a professor at Salt Lake Community College, I knew that there were certain debt relief programs available to public servants, but I was not familiar with them and did not know how to apply.
- 3. My wife and I began researching how to get assistance with this process and stumbled on a website called the college investor.com. It was through a link on this site that led me to call AmeriTech Financial ("AmeriTech"), a company that I thought could help me with my student loan debt.
- 4. At first, my wife spoke to them on the phone but since she was still in college, she decided not to enroll. She did however tell the representative with AmeriTech that I had just graduated and could use some help.
- 5. On April 2<sup>nd</sup>, 2018, I spoke to an AmeriTech representative on the phone. I recall the conversation being very fast and scripted. They told me they were a document preparation company that would prepare and submit the proper paperwork to get me into the public service loan forgiveness program. They stated that they would charge me a yearly fee that would be paid over a series of months.
- 6. I was told that under this program, if I consistently made a series of qualified payments for 10 years, my remaining student loan balance would be forgiven as long as I stayed employed in public service and worked at least 30 hours a week.
- 7. One of the questions they asked me about was my family size. I remember the conversation being very weird and the definition of family size was vague. I told them that I had two brothers in Salt Lake City that I occasionally help out, one of which I recently bought a car transmission for. They told me that if I helped them financially, I should include them in my

family. Based on this information, I claimed a family size of six: myself, my wife, my two

children, and my two brothers.

- 9. I was told that in addition to the \$175.56, I was to pay approximately \$80 a month for document preparation and annual recertification services. My understanding was that this would equate to approximately \$250.00 a month that I would pay to AmeriTech.
- 10. I was under the impression that AmeriTech was responsible for collecting the approximate \$250.00 and would disburse \$175.65 to my loan servicer while keeping approximately \$80.00 for their fees. Based on this information, I wasn't planning on making any payments to my loan servicer since I was led to believe that was what I was paying AmeriTech for. Attached as **Belnap Attachment A** is a copy of the AmeriTech Financial Service Agreement that I signed.
- 11. On April 3, 2018, I received an email from Reliant Account Management informing me that they were an independent third party that would be processing my program payments. I didn't know if they were affiliated with AmeriTech but assumed they were since the email was around the same time I signed up. I was planning to call AmeriTech to confirm this since I was unclear as to who they were. Attached as **Belnap Attachment B** is a copy of this email from Reliant Account Management.
- 12. I later realized that my contract included some paperwork about the Financial Education Benefits Center and that I had apparently agreed to pay \$99.00 a month for benefits such as LifeLock, retirement services, etc. I was under the impression that these services were included as a bonus and were part of the program. I do not remember being told that I would be paying \$99.00 for these.
- 13. On April 13<sup>th</sup>, 2018, I received a call from Federal Trade Commission ("FTC") Investigator Yasser Dandashly. After reading about the FTC lawsuit, I became very concerned

# Case 4:18-cv-00806-SBA Document 104 Filed 04/19/18 Page 4 of 4

about what I had signed up for and decided to cancel. I called AmeriTech on April 16th, 2018 and cancelled the program. 14. I declare under penalty of perjury that the foregoing is true and correct. Executed \_\_\_\_, 2018, in Utah. 

# **Belnap Attachment A**



#### Required Documentation and Instructions

\*(All Forms Located in "Document Package" PDF)

- Please return the following documents to AmeriTech Financial as soon as possible.
- <u>Failure to return documents in a timely manner will result in processing delays.</u>
- ONLY sign the provided forms do not date forms unless otherwise instructed.
- Please do not fill out any additional information on the signature forms.

## Return the following documents to AMERITECH FINANCIAL within 2 weeks:



- 1) Income Based (IBR) Federal Form
  - a. Your signature is required on Page 4. **DO NOT DATE** 
    - i. IF YOU'VE FILED MARRIED-JOINT ON YOUR MOST RECENT TAX RETURN, YOUR SPOUSE'S SIGNATURE IS ALSO REQUIRED ON PAGE 4
- 2) General Forbearance Request Federal Form
  - a. Your signature is required on bottom of page 2. **DO NOT DATE**
- 3) Paystubs For the most recent month
  - Paystub date range needs to cover at least 30 days of pay, and must be within the most recent 30 days
- 4) 1040 Tax Return



- a. For most recent filed year please send a FULL copy of your return.
- 5) All Information Release (Third Party Authorization) Loan Servicer Forms
  - a. Your signature is required on all forms. **DO NOT DATE**



#### Return the following documents to AMERITECH FINANCIAL within 6 months:

- 1) Employment Certification for Public Service Loan Forgiveness (PSLF) Federal Form
  - a. This form only applies if you work for a non-profit 501(c)3 or government entity.
    - i. Step 1: Provide this form to your HR department to complete.
    - ii. Step 2: Your signature and date (date required for this special form) is required at the bottom of page 1.
    - iii. Step 3: Return to AMERITECH FINANCIAL.

**Instructions: How to Return Required Documents** 

- 1) Option 1: Email (\*Preferred\*)
  - a. Attach required documents and email to:

#### income.doc@ameritechfinancial.com

- \*<u>Do not</u> email documents to your Account Representative \*Only email files in <u>PDF format</u>
- 2) Option 2: FAX
  - a. Fax securely to:

1-866-818-9026

- 3) Option 3: Mail
  - a. Mail a physical copy of your documents to:



AmeriTech Financial
Attn: Documents
5789 State Farm Drive
Suite 265
Rohnert Park, CA 94928

# Case 4:18-cv-00806-SBA Document 104-1 Filed 04/19/18 Page 4 of 44



# PUBLIC SERVICE LOAN FORGIVENESS (PSLF): EMPLOYMENT CERTIFICATION FORM

William D. Ford Federal Direct Loan (Direct Loan) Program

OMB No. 1845-0110 Form Approved Exp. Date 5/31/2020 PSECF - XBCR

**WARNING**: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECT	TION 1: BORROWER INFORMATION	
		nter or correct the following information.
	☐ Chec	k this box if any of your information has changed.
	SSN	
	Date of Birth	
	Name	Scott Belnap
	Address	No. of the Control of
	City	Riverton State UT Zip Code
	Telephone - Primary	
	Telephone - Alternate	
	Email (Optional)	
SECT	TION 2: BORROWER AUTHORIZATIONS, UNDERSTANDINGS,	AND CERTIFICATION
Befo	re signing, carefully read the entire form. For more informat	on on PSLF, visit <u>StudentAid.gov/publicservice</u> .
l aut	horize:	
1.	My employer or other entity having records about the employ from those records available to the U. S. Department of Educa	
2.	The entity to which I submit this request and its agents to contelephone number that I provide now or in the future using autorecorded voice or text messages.	보통 보기 위하 하면 열심장 하면 열 (프로그램 ) 전 기계 전 프로그램의 아름다면 되었다면 이 경우 등에 하게 하지만 하고 있다. 그리고 있는데 보통 이 사람들이 되었다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하
lunc	lerstand that:	
1.	To qualify for PSLF, I must make 120 qualifying payments on nemployer or employers. Neither the 120 qualifying payments	
2.	To qualify for PSLF, I must be employed full-time by a qualifying	ng employer when I apply for and receive PSLF.
3.	If I qualify for forgiveness, only the remaining balance on my D	Direct Loans will be forgiven.
4.	By submitting this form, my student loan(s) held by the Depart	tment will be transferred to FedLoan Servicing.
5.	The Department may request supplemental documentation s	ubstantiating my employment.
6.	The Department will notify me in writing or electronically of the employed full-time by a qualifying employer and how many many many many many many many many	
7.	I will be notified if the form that I submit is incomplete, or if me the determination was made, and the steps I need to take to determination.	
8.	The Department will retain this certification form until I submi	t my application for forgiveness.
	tify that all of the information I have provided on this form and ect to the best of my knowledge and belief.	in any accompanying document is true, complete, and
. 🗆	Check this box if you cannot obtain certification from your emporganization has refused to certify your employment. The Dep documentation of your employment. <b>Complete Section 3, but</b>	artment will follow up to assist you in getting
	Borrower's Signature	Date

Case 4:18-cv-00806-SBA Document 104-1 Filed 04/19/18 Page 5 of 44 **Borrower Name** Scott Belnap **Borrower SSN** SECTION 3: EMPLOYER INFORMATION (TO BE COMPLETED BY THE BORROWER OR EMPLOYER) 10. Is your employer tax-exempt under Section 501(c)(3) Employer Name: of the Internal Revenue Code (IRC)? If your employer is tax-exempt under another subsection of 501(c) of the IRC, such as 501(c)(4) or 2. Federal Employer Identification Number (FEIN) 501(c)(6), check "No" to this question. Yes - Skip to Section 4. Your employer's Federal EIN may be found on your ☐ No - Continue to Item 11. Wage and Tax Statement (W-2). 11. Is your employer a not-for-profit organization that is Employer Address: not tax-exempt under Section 501(c)(3) of the Internal Revenue Code? ☐ Yes - Continue to Item 12. No - Your employer does not qualify. 12. Is your employer a partisan political organization or a 4. Employer Website (if any): labor union? Yes - Your employer does not qualify. ☐ No - Continue to Item 13. **Employment Begin Date:** 13. Which of the following services does your employer provide as its primary purpose? Check all that apply Employment End Date: and then continue to Section 4. If you you check "None of the above", do not submit this form. OR Still Employed ☐ Emergency management 7. Employment Status: 
Full-Time Part-Time ☐ Military service (See Section 6) ☐ Public safety 8. Hours Per Week (Average) □ Law enforcement Include vacation, leave time, or any leave taken under the Family Medical Leave Act of 1993. If your Public interest legal services (See Section 6) employer is a 501(c)(3) or a not-for-profit organization, ☐ Early childhood education (See Section 6) do not include any hours you spent on religious Public service for individuals with disabilities instruction, worship services, or proselytizing. Public service for the elderly 9. Is your employer a governmental organization? Public health (See Section 6) A governmental organization is a Federal, State, Public education (See Section 6) local, or Tribal government organization, agency, or Public library services entity, a public child or family service agency, a Tribal college or university, or the Peace Corps or School library services AmeriCorps. ☐ Other school-based services Yes - Skip to Section 4. ☐ None of the above - the employer does not ☐ No - Continue to Item 10. qualify. SECTION 4: EMPLOYER CERTIFICATION (TO BE COMPLETED BY THE EMPLOYER) By signing, I certify (1) that the information in Section 3 is true, complete, and correct to the best of my knowledge and belief, (2) that I am an authorized official (see Section 6) of the organization named in Section 3, and (3) that the borrower named in Section 1 is or was an employee of the organization named in Section 3. Note: If any of the information is crossed out or altered in Section 3, you must initial those changes.

Official's Name	Official's Phone	
Official's Title	Official's Email	

Authorized Official's Signature Page 2 of 6



# INCOME-DRIVEN REPAYMENT (IDR) PLAN REQUEST

OMB No. 1845-0102 Form Approved Exp. Date 10/31/2018

For the Revised Pay As You Earn (REPAYE), Pay As You Earn (PAYE), Income-Based Repayment (IBR), and Income-Contingent Repayment (ICR) plans under the William D. Ford Federal Direct Loan (Direct Loan) Program and Federal Family Education Loan (FFEL) Programs

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under

the U.S. Criminal Code and 20 U.S.C. 1097.  SECTION 1: BORROWER INFORMATION	
The design of the second second second and the second seco	ease enter or correct the following information.
	Check this box if any of your information has changed.
	SSN
N	lame Scott Belnap
Ado	dress
	City Riverton State UT Zip Code
Telephone - Prir	
Telephone - Alter	nate
Email (Option	onal)
SECTION 2: REPAYMENT PLAN OR RECERTIFICATION REQU	EST
reading Sections 9 and 10. It's simple to get repayment estima with this form, contact your loan holder or servicer for free ass <a href="StudentAid.gov/login">StudentAid.gov/login</a> . You may have to pay income tax on any <a href="10">1. Select the reason you are submitting this form (Check only one):</a> I want to enter an income-driven plan - Continue to Item 2.  I am submitting documentation for the annual recertification of my income-driven payment - Skip to Item 5.  I am submitting documentation early to have my income-driven payment recalculated immediately - Skip to Item 5.  I want to change to a different income-driven plan -	istance. You can find out who your loan holder or servicer is at
Continue to Item 2.  2. Choose a plan and then continue to Item 3.	Yes, and I do not want to start repaying my loans until the deferment or forbearance ends.
☐ (Recommended) I want the income-driven repayment plan with the lowest monthly payment. ☐ REPAYE ☐ IBR ☐ PAYE ☐ ICR	Note: If you have FFEL Program loans, they are only eligible for IBR. However, you can consolidate your loans at <a href="StudentLoans.gov">StudentLoans.gov</a> to access more beneficial income-driven repayment plans.
SECTION 3: FAMILY SIZE INFORMATION	
5. How many <u>children</u> , including unborn children, are in your family and receive more	6. How many other people, excluding your spouse and children, live with you and receive more than half of their support from you?

automatically included in your family size, if appropriate.

Borrower Name Scott Belnap	Borrower SSN
SECTION 4A: MARITAL STATUS INFORMATION	8
7. What is your marital status?  Single - Skip to Item 11.  Married - Continue to Item 8.  Married, but separated - You will be treated as single. Skip to Item 11.  Married, but cannot reasonably access my spouse's	9. Provide the following information about your spouse and then continue to Item 10:  a. Spouse's SSN  b. Spouse's Name
Income Information - You will be treated as single. Skip to Item 11.  8. Does your spouse have federal student loans?  Yes - Continue to Item 9.  No - Skip to Item 10.	C. Spouse's Date of Birth  10. When you filed your last federal income tax return, did you file jointly with your spouse?  Yes - Continue to Item 13.  No - Skip to Item 17.
SECTION 4B: INCOME INFORMATION FOR SINGLE BORROW	YERS AND MARRIED BORROWERS TREATED AS SINGLE
11. Has your income significantly changed since you filed your last federal income tax return?  For example, have you lost your job, experienced a drop in income, or gotten divorced, or did you most recently file a joint return with your spouse, but you have since become separated or lost the ability to access your spouse's income information?  Yes - Continue to Item 12.  No - Provide your most recent federal income tax return or transcript. Skip to Section 6.  I haven't filed a federal income tax return in the last two years - Continue to Item 12.	12. Do you currently have taxable income?  Check "No" if you do not have any income or receive only untaxed income.  Yes - Provide documentation of your income as instructed in Section 5, Skip to that Section.  No - You are not required to provide documentation of your income. Skip to Section 6.  Note: Remember, any person who knowingly makes a false statement or misrepresentation on this form can be subject to penalties including fines, imprisonment, or both.
SECTION 4C: INCOME INFORMATION FOR MARRIED BORRO	OWERS FILING JOINTLY
13. Has your income significantly changed since you filed your last federal income tax return?  For example, have you lost your job or experienced a drop in income?  Yes - Skip to Item 15.  No - Continue to Item 14.  We haven't filed a federal income tax return in the last two years - Skip to Item 15.  14. Has your spouse's income significantly changed	15. Do you currently have taxable income?  Check "No" if you have no taxable income or receive only untaxed income.  Yes - You must provide documentation of your income according to the instructions in Section 5.  Continue to Item 16.  No - You are not required to provide documentation of your income. Continue to Item 16.  16. Does your spouse currently have taxable income?
since your spouse filed his or her last federal income tax return?  For example, has your spouse lost his or her job or experienced a drop in income?  Yes - Continue to item 15.  No - Provide your and your spouse's most recent federal income tax return or transcript. Skip to Section 6.	Check "No" if your spouse has no taxable income or receives only untaxed income.  Yes - Skip to Section 5 and provide documentation of your spouse's income as instructed in that section.  No - You are not required to provide documentation of your spouse's income. If you selected "Yes" to Item 15, skip to Section 5 and document your income. If you selected "No" to Item 15, skip to Section 6.

imprisonment, or both.

Borrower Name	Scott Belnap	Borrower SSN
SECTION 4D: INCO	OME INFORMATION FOR MARRIED BORRO	WERS FILING SEPARATELY
filed your last For example drop in income Yes - Contil No - Provid return or tr I haven't fil two years -  18. Do you currer Check "No" only untaxed in 19. Yes - You m	me significantly changed since you if ederal income tax return? e, have you lost your job or experienced a e? nue to item 18. le your most recent federal income tax anscript. Skip to item 19. ed a federal income tax return in the past Continue to item 18. ntly have taxable income? If you have no taxable income or receive income. After answering, continue to item instructed in Section 5.	<ul> <li>19. Has your spouse's income significantly changed since your spouse filed his or her last federal income tax return?  For example, has your spouse lost a job or experienced a drop in income?  Yes - Continue to Item 20.  No - Provide your spouse's most recent federal income tax return or transcript. This information will only be used if you are on or placed on the REPAYE Plan. Skip to Section 6.  My spouse hasn't filed a federal income tax return in the past two years - Continue to Item 20.</li> <li>20. Does your spouse currently have taxable income? Check "No" if your spouse has no taxable income or receives only untaxed income.</li> </ul>
□ No.	ber, any person who knowingly makes a false	Yes - Skip to Section 5 and provide documentation of your spouse's income as instructed in that section. This information will only be used if you are on or placed on the REPAYE Plan.
statement or i	misrepresentation on this form can be subjected under the subjecte	

#### **SECTION 5: INSTRUCTIONS FOR DOCUMENTING CURRENT INCOME**

You only need to follow these instructions if, based on your answers in Section 4, you and your spouse (if applicable) were instructed to provide documentation of your current income instead of a tax return or tax transcript.

#### This is the income you must document:

- You must provide documentation of all taxable income you and your spouse (if applicable) currently receive.
- Taxable income includes, for example, income from employment, unemployment income, dividend income, interest income, tips, and allmony.
- Do not provide documentation of untaxed income such as Supplemental Security Income, child support, or federal or state public assistance.

#### This is how you document your income:

- Documentation will usually include a pay stub or letter from your employer listing your gross pay.
- Write on your documentation how often you receive the income, for example, "twice per month" or "every other week."
- You must provide at least one piece of documentation for each source of taxable income.
- If documentation is not available or you want to explain your income, attach a signed statement explaining each source
  of income and giving the name and the address of each source of income.
- The date on any supporting documentation you provide must be no older than 90 days from the date you sign this form.
- Copies of documentation are acceptable.

After gathering the appropriate documentation, continue to Section 6.
Page 3 of 10

Borrower Name - Scott Beinap	Pollomet 22N —
SECTION 6: BORROWER REQUESTS, UNDERSTANDINGS, AUTHORIZATION	, AND CERTIFICATION
If I am requesting an income-driven repayment plan or seeking to change income	e-driven repayment plans, I request:
<ul> <li>That my loan holder place me on the plan I selected in Section 2 to repay m by the holder to which I submit this form.</li> </ul>	ny eligible Direct Loan or FFEL Program loans held
<ul> <li>If I do not qualify for the plan or plans I requested, or did not make a selection plan with the lowest monthly payment amount.</li> </ul>	on in Item 2, that my loan holder place me on the
<ul> <li>If I selected more than one plan, that my loan holder place me on the plan the plans that I requested.</li> </ul>	with the lowest monthly payment amount from
<ul> <li>If more than one of the plans that I selected provides the same initial paymenth of the Income-driven plans I qualify for, that my loan holder use the imprepayment period is 20 years), PAYE, REPAYE (If my repayment period is</li> </ul>	following order in choosing my plan: REPAYE (if
If I am not currently on an income-driven repayment plan, but I did not complete was already in an income-driven repayment plan, I request that my loan holder to wanted to enter an income-driven repayment plan.	
If I am currently repaying my Direct Loans under the IBR plan and I am requesting request a one-month reduced-payment forbearance in the amount of my curren (unless I request another amount below or I decline the forbearance), to help me requested.	it monthly IBR payment or \$5, whichever is greater
☐ I request a one-month reduced-payment forbearance in the amount of:	(must be at least \$5).
I understand that:	
<ul> <li>If I do not provide my loan holder with this completed form and any other the plan that I requested or my request for recertification or recalculation was a second or my request.</li> </ul>	
<ul> <li>I may choose a different repayment plan for any loans that are not eligible</li> </ul>	for income-driven repayment.
<ul> <li>If I requested a reduced-payment forbearance of less than \$5 above, my los amount of \$5.</li> </ul>	an holder will grant my forbearance request in the
<ul> <li>If I am requesting a change from the IBR Plan to a different income-driven reduced payment forbearance described above by contacting my loan hole the Standard Repayment Plan and must make one monthly payment under repayment plan.</li> </ul>	der. If I decline the forbearance, I will be placed on
<ul> <li>If I am requesting the ICR plan, my initial payment amount will be the amore loan until my loan holder receives the income documentation needed to continue initial payment amount, I may request a forbearance by contacting my loan</li> </ul>	alculate my payment amount. If I cannot afford the
<ul> <li>If I am married and I request the ICR plan, my spouse and I have the option plan. My loan servicer can provide me with information about this option.</li> <li>If I have FFEL Program loans, my spouse may be required to give my loan h</li> </ul>	older access to his or her loan information in the
National Student Loan Data System (NSLDS). If this applies to me, my loan	
<ul> <li>My loan holder may grant me a forbearance while processing my application exists when I submit my application.</li> </ul>	245/03- 30 384/A
I authorize the loan holder to which I submit this request (and its agents or conti loans, including the repayment of my loans, at any number that I provide on this cellular telephone or other wireless device using automated dialing equipment of	form or any future number that I provide for my
I certify that all of the information I have provided on this form and in any accom- correct to the best of my knowledge and belief.	npanying documentation is true, complete, and
Borrower's Signature	Date
Spouse's Signature	Date
If you are married, your spouse is required to sign this form unless yo unable to reasonably access your spouse's income information.	ou are separated from your spouse or you're

#### SECTION 7: WHERE TO SEND THE COMPLETED FORM

Return the completed form and any documentation to: (If no address is shown, return to your loan holder.)

If you need help completing this form call: (If no phone number is shown, call your loan holder.)

#### **SECTION 8: INSTRUCTIONS FOR COMPLETING THE FORM**

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Example: March 14, 2015 = 03-14-2015. Include your name and account number on any documentation that you are required to submit with this form. Return the completed form and any required documentation to the address shown in Section 7.

SECTION 9: DEFINITIONS

#### **COMMON DEFINITIONS FOR ALL PLANS:**

Capitalization is the addition of unpaid interest to the principal balance of your loan. This will increase the principal balance and the total cost of your loan.

A deferment is a period during which you are entitled to postpone repayment of your loans. Interest is not generally charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans.

The William D. Ford Federal Direct Loan (Direct Loan) Program includes Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans, and Direct Consolidation Loans.

Family size always includes you and your children (including unborn children who will be born during the year for which you certify your family size), if the children will receive more than half their support from you.

For the PAYE, IBR, and ICR Plans, family size always includes your spouse. For the REPAYE plan, family size includes your spouse unless your spouse's income is excluded from the calculation of your payment amount.

For all plans, family size also includes other people only if they live with you now, receive more than half their support from you now, and will continue to receive this support for the year that you certify your family size. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs. Your family size may be different from the number of exemptions you claim for tax purposes.

The Federal Family Education Loan (FFEL) Program includes Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

A forbearance is a period during which you are permitted to postpone making payments temporarily, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled.

The holder of your Direct Loans is the U.S. Department of Education (the Department). The holder of your FFEL Program loans may be a lender, secondary market, guaranty agency, or the Department. Your loan holder may use a servicer to handle billing, payment, repayment options, and other communications. References to "your loan holder" on this form mean either your loan holder or your servicer.

A partial financial hardship is an eligibility requirement for the PAYE and IBR plans. You have a partial financial hardship when the annual amount due on all of your eligible loans (and, if you are required to provide documentation of your spouse's income, the annual amount due on your spouse's eligible loans) exceeds what you would pay under PAYE or IBR.

The annual amount due is calculated based on the greater of (1) the total amount owed on eligible loans at the time those loans initially entered repayment, or (2) the total amount owed on eligible loans at the time you initially request the PAYE or IBR plan. The annual amount due is calculated using a standard repayment plan with a 10-year repayment period, regardless of loan type. When determining whether you have a partial financial hardship for the PAYE plan, the Department will include any FFEL Program loans that you have into account even though those loans are not eligible to be repaid under the PAYE plan, except for: (1) a FFEL Program loan that is in default, (2) a Federal PLUS Loan made to a parent borrower, or (3) a Federal Consolidation Loan that repaid a Federal or Direct PLUS Loan made to a parent borrower.

The poverty guideline amount is the figure for your state and family size from the poverty guidelines published annually by the U.S. Department of Health and Human Services (HHS). If you are not a resident of a state identified in the poverty guidelines, your poverty guideline amount is the amount used for the 48 contiguous states.

The standard repayment plan has a fixed monthly payment amount over a repayment period of up to 10 years for loans other than Direct or Federal Consolidation Loans, or up to 30 years for Direct and Federal Consolidation Loans.



# **GENERAL FORBEARANCE REQUEST**

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program / Federal Perkins Loan (Perkins Loan) Program

OMB No. 1845-0031 Form Approved Exp. Date 2/28/2019

**WARNING**: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

ect the following Information.		
= 251 2 <del>27</del>		
if any of your information has changed.		
Belnap		
Semap		
on state UT zin Code		
on State UT Zip Code		
100		
onthly payment amount based on your roved for a forbearance, I would like to:		
Temporarily stop making payments.		
nporarily make smaller payments of		
per month.		
I would like my forbearance to begin with the monthly payment that is due in the month and year below:		
proved for forbearance, I would like my arance to end in the month and year below, begin making payments the following month:		
p		

## Case 4:18-cv-00806-SBA Document 104-1 Filed 04/19/18 Page 12 of 44

Borrower Name	Scott Belnap	Borrower SSN
---------------	--------------	--------------

#### SECTION 3: BORROWER/ENDORSER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

#### I understand that:

- I am not required to make payments of loan principal or interest during my forbearance, but interest will continue to be charged on all my loans.
- My loan holder has sole discretion in whether to grant my general forbearance request and for what dates it will be granted.
- For Perkins Loans, there is a cumulative limit on general forbearance of 3 years. For Direct Loans and FFEL Program
  loans, my loan holder may set a limit on general forbearance.
- My forbearance will end on the earlier of the end date that I requested, 12 months from the date my forbearance begins, or when I exhaust any limit that my loan holder has on forbearance.
- I can request another forbearance after my forbearance ends if I am still experiencing financial hardship.
- Interest may capitalize on my loans during or at the expiration of my forbearance, but interest never capitalizes on Perkins Loans.

#### I certify that:

- · The information I have provided on this form is true and correct.
- I will provide additional documentation to my loan holder, if requested, to support my general forbearance request.
- I will repay my loans according to the terms of my promissory note, even if my request is not granted.

I authorize the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower's/Endorser's Signature	Date
SECTION 4: INSTRUCTIONS FOR COMPLETING THE FORBEARA	INCE REQUEST

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy) or (mm-yyyy) as appropriate. Example: March 14, 2016 = 03-14-2016. Include your name and account number on any documentation that you may be requested to submit with this form. If you want to apply for a forbearance on loans that are held by different loan holders, you must submit a separate forbearance request to each loan holder. Return the completed form and any requested documentation to the address shown in Section 6.

If you are an endorser, you may request forbearance only when you are required to repay the loan because the borrower is not making payments. If you have a loan made jointly with another borrower (as co-makers), you must both individually meet the requirements for a forbearance and each of you must request forbearance.



Or Fax to:

717-720-1628

Records Code:
Form Code:
Version Date: 08/01/13

#### **Authorization for Release of Information**

Complete this application and return it to FedLoan Servicing to allow the person(s) stated below to have access to all data contained in your FedLoan Servicing-administered loan or TEACH Grant record for the purposes of assisting you in resolving FedLoan Servicing related issues.

Section 1: Borrower/Recip	ent Identification
Name:	Account Number
Section 2: Third Party Ide Party 1:	tification
Name	Relationship
Street Address:	
City	State Zip Code
Telephone	
Party 2:	
Name	Relationship
Street Address:	
City	State Zip Code
Telephone	
Hereby authorize FedLoan Service relationship with FedLoan Service release any and all information to access to any information maintain any time I no longer wish to acacknowledge that this authorize Servicing-administered student any form arising that I may incurabove. Completion of this form also the individual(s) listed above. this	ent Authorization and Signature  Ing to release information about my account, including personally identifying information and me to the individual(s) listed above. I understand and agree that by authorizing FedLoan Servicing to the individual(s) named and listed above. I assume full responsibility for the named individual(s) having the providing relating to me. It is my responsibility to revoke my authorization(s) if a chorize FedLoan Servicing to release information about me to the Individual(s) listed above. In allows the named individual(s) to obtain any/all data / information contained in my FedLoal id record. I hereby expressly agree that FedLoan Servicing shall not be responsible for any damages in related to my authorization(s) of FedLoan Servicing to release information to the individual(s) listed provides permission to accept information concerning to my address and/or telephone number from authorization does not apply to the release of information about me through FedLoan Servicing its authorization does not release me from my obligation to make payments on my loan(s).
	Date
Borrower/Recipient Signature	
Send Completed form to:	FedLoan Servicing P.O. Box 69184 Harrisburg, PA 17106-9184

Belnap Attachment A-012

# Case 4:18-cv-00806-SBA Document 104-1 Filed 04/19/18 Page 14 of 44

***************************************	INFORMATION REI	LEASE FORM	
I authorize Navient to release in by Navient, orally, in writing, ar	77 <del>-</del> 73	rrent and any fu	iture education loans serviced
(Please print or type)			
Name			Telephone Number
Address	City	State	Zip
Borrower Signature	A STATE OF THE STA	Date	
Dorrowar Nama			

This letter was downloaded from Navient.com on the date noted at the top of the letter. Please note that this version may be slightly different than the letter you may have received by USPS or email.



## **Release of Authorization Form**

Name:	Account Number*:	
Address:	*If you do not have your account number, please provide your Social Security Number:	
	nt loan account information to a third party. In order for Nelnet to ten permission to do so. Please complete the information below	
Nelnet P.O. Box 82561 Lincoln, NE 68501-2561 Fax: 1.877.402.5816  Completed forms may also be scanned and sent via e-r	mail to nelnetcustomersolutions@nelnet.net.	
Releas	se of Authorization	
I authorize Nelnet to release any information rela	ted to my student loan account to	
Individual or ag	ency name (please print)	
I understand that I may, at any time, withdraw th	nis directive as long as I do so in writing.	
	atives and related companies to contact me about my account ing cellular and wireless phones, and to contact me using ded messages, text messages, or e-mail.	
Customer's signature	Date	
	elnet's many education planning and financing resources, please e at 1.888.486.4722. We're here to help you reach your goals.	
Sincerely,		
NeInet		

00000



# Representative's Certification as to the Validity of Information Release Consent Form

(Please Print)	2 2	_VXX NS
REPRESENTATIVE NAME	REPRESENTATIVI ADDRESS	
HEPRESENTATIVE CITY	REPRESENTATIVE STATE	REPRESENTATIVE ZIP CODE
BORROWEH NAME	GREAT LAKES ID/S5N	•
By completing this affidavit, I, the Representative	, certify that:	
<ol> <li>To the best of my knowledge, Borrower ha Consent Form (IRCF) on which I am name</li> </ol>	d the capacity to and did did Representative;	execute the Information Release
2. Borrower has not revoked his/her consent	under the IRCF to release	e information to me,
3. The consent to release information to me	was not fraudulently obtai	ned;
<ol> <li>I understand that the consent granted under writing; and</li> </ol>	er the IRCF may be revol	ked at any time orally or in
5. I understand that this certification is made	under penalty of perjury.	
Chalar	Re	presentative's Signature
State County:		
1250 e CD16 8456 55 :::::::::::::::::::::::::::::::::		(data) has
This document was acknowledged before me or		_(date), by
(name of Repre	sentative)	
Given under my hand and seal of office this	day of	, 20
(Personalized Seal)		otary Public's Signature
, 333,122,		and the second s
	My commission exp	lres:
Please return the completed document to:		
Great Lakes - Borrower Services Department P.O. Box 7860 Madison, WI 53707		
	ATIONAL LOAN SERVICES,	INC.

Belnap Attachment A-015



5789 State Farm Drive Suite 265, Rohnert Park, CA 94928 Telephone: (800) 792-8621

Fax:

(866) 818-9026

Website: www.AmeriTechFinancial.com
Documents: income.doc@AmeriTechFinancial.com
Email: support@AmeriTechFinancial.com

Client Name: Scott Belnap		Client #:
Address:		Home Phone:
City, State, Zip Riverton	UT	Other Phone:

Date: 4/2/2018

Thank you for contacting **AmeriTech Financial**. Based on the information you have provided to our company, we believe that you may qualify for one or more student loan assistance programs offered by the United States Department of Education. **AmeriTech Financial** ("AF") is a privately owned company that helps consumers like you identify programs that may be suitable for their situation, gathers their relevant application documents, and then assists them by preparing those documents for review and submission. To begin, we need the following information from you:

- Please carefully read the enclosed agreement, and make sure that all pages are signed and dated where indicated.
- With your permission and instruction, please provide your National Student Loan Data System
  federal student identification ("FSA ID") login information, and / or your most current student
  loan servicer account statement(s).
- 3. Please provide a copy of a voided check, along with the attached ACH Authorization Forms, signed by the account holder who is remitting the program payment.
- 4. After you have faxed your documents, or provided your FSA ID login, please contact AF at 1-800-792-8621 ext. 0 and speak to a Client Services Representative to verify all documentation has been received. You may also email your documentation to: income.doc@AmeriTechFinancial.com
- 5. Be sure to retain a copy of all documents for your records.

Due to the importance of this material and so that we may start working for you as soon as possible, please return these documents and, if possible, provide your FSA ID login to AmeriTech Financial via secure fax, email to income.doc@AmeriTechFinancial.com, or mail to 5789 State Farm Drive Suite 265, Rohnert Park, CA 94928 as soon as possible.

If you have any questions when reviewing the attached documents, please feel free to contact your AmeriTech Financial Client Services Representative directly at 1-800-792-8621.

Scott Belnap Client Signature: Scott Belnap (Apr 2, 2018)	Date:4	4/2/2018
50 V		Belnap Attachment A-016

#### National Student Loan Data System Access Permission

Purpose: For AmeriTech Financial to Access My Student Loan Information from Government Databases

Reason: To Obtain Accurate Information Relating to My Student Loans For Application Purposes

What I Need to Do: As the Debtor who is responsible for these loans, you need to create an online User Name and Password. The U.S. Department of Education recommends that you keep your User Name and Password secure to prevent any fraudulent use. The purposes of the User Name and Password is to permit you access to various government websites and allow you to sign electronically on any applications. There are other purposes as well, so please keep your information secure.

Why We Request Your User Name and Password: With your permission and instruction, we need to carry out the application services that you have requested of us. We will keep your User Name and Password secure, and we will never share it with third parties. We need this information to complete our contracted services, including gathering the relevant, pending loan information pertaining to you, and completing the applications that you qualify for. While the government does not encourage such sharing because they want to prevent fraud and abuse, with your consent and instruction we are permitted to review and assist you with the services you have requested of us. We will never use this information to sign or submit applications for you-you must do that on your own.

Authorization: As part of the federal student loan assistance application process, it will be most efficient for AmeriTech Financial to access your student loan information within the Student Loan Data System ("Data System") located online at http://www.nslds.ed.gov.

The Data System contains a complete list of your federal education loans, along with current estimated balances and servicer details — information that is required to complete your application(s).

By opting in to the AmeriTech Financial Document Preparation and Service Agreement, we request that you allow AmeriTech Financial and its agents to access your profile and all the data contained within that profile. In order to allow this access, you will need to provide your FSA ID and password.

Please note that all information that AmeriTech Financial obtains from the Student Loan Data System will be used expressly for the purposes of confirming information, assisting in the completion and submission of applications, and, if purchased, annual monitoring and validation of your account.

#### Acknowledgment

I have read, understood, and agree to the above statements regarding access to my Data System profile. I understand that any information received or accessed will be used solely for the purposes as stated above.

By signing below, I agree to allow AmeriTech Financial and its agent's access the Student Loan Data System and my personal profile as explained above.

Client Signature: Scott Belnap (Apr 2, 2018)	Date:	4/2/2018	

# AmeriTech Financial Document Preparation and Service Agreement

Section 1: Glient Information	Client ID: Agreement Date: 4/2/2018
Client First Name: Scott	Client Last Name: Belnap
Client Middle Initial:	Former Last Name
Street Address:	City, State, Zip: Riverton UT
Client Email:	Client Phone
Section 2: Client's Estimated Summary of Current Fed	eral Student Loans
The basis of this summary is de	rived from the input provided by the client.
Estimated Total Federal Loan Balance: \$ 136000.00	Loan Status (current, delinquent, default, consolidated): Current
Approximate Current Monthly Payment: \$ 1400.00	New Loan Payment Validation Term: Annually
Estimated New Loan Payment: \$ 175.56	Current Loan Servicer(s): navient
Federal Loan Types (Parent+, Direct, FFEL, Consolidation, Other):	
Section 3: Required Consolidation Application Informa	tion
Chent SSN:	Client DOB (MM-DD-YYYY) -
DL/iD Number & State:	FSA ID & Code:
Employer Name: Salt Lake Community College	Occupation: Assistant Professor
Employer Street Address:	Employer City, State, Zip:
Employer Phone:	Client Stated Family Size: 6
Client Marital Status:	Client Stated Tax Filing Status:
Current Annual Income: \$	Form of Documented Income Submitted: Statement of Income
Spouse First Name:	Spouse Last Name:
Spouse SSN:	Spouse DOB:
Spouse Employer Name:	Spouse Work Phone:
Spouse Annual Income: \$	PSLF Candidate (Yes / No): 0
References: 2 Persons with different addresses, PO Boxes are NOT acceptable,	not residing in the same home (for example, a spouse) or anyone living outside the U.S.
Reference I Full Name:	Permanent Address:
Reference I Phone:	Relationship to Client:
Reference 2 Full Name:	Permanent Address:
Reference 2 Phone:	Relationship to Client:
Section 4: AF Document Preparation and Service Agree	ement Program Payment
	separate of loan costs and /or payments made by Glient
AF Program Payment/Fee Amount: \$800	AF Program Payment Amount: \$ Month 1: \$ 80.00 Month 2 +: \$ 180.00
First Program Payment Date: 5/1/2018	Payment Term (months): 5
Section 5: Glient Payment Information	
Bank Name:	Account Number:
Account Type (Checking / Savings): Checking	Routing Number:
Notes:	
This Comica Agreement is made and entered into the d	late of cigning by and between AmeriTech Financial ("A F") and

This Service Agreement is made and entered into, the date of signing, by and between AmeriTech Financial ("AF"), and Client, as stated in Section 1, hereinafter referred to as ("Client") residing at address as stated in Section 1. Subject to, and conditioned upon, the following for the AmeriTech Financial Document Preparation and Service Agreement. All information above is provided by the Client.

Client Signature: Scott Belnap (Apr 2, 2018)	Date:	4/2/2018	
		34/410.1114.00 TO \$ 16/6 TO \$ 17 F.	

#### AmeriTech Financial

#### **Privacy Policy**

AmeriTech Financial (hereinafter "Company") is dedicated to protecting your privacy and providing you with the highest level of service. This Policy explains what Company does to keep information about you private and secure. This Policy covers only information that you provide to Company or that it obtains about you from companies that you have chosen to do business with. Please read this Policy carefully and contact us if you have any questions.

#### Personal Information We Collect

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number, or other
  information that you provide to us over the phone or in documents or applications,
- Information about your transactions, such as your account balances with your creditors, payment histories, account activity, and all other information that may be contained in your credit card statements or other reports relating to your debt, and
- Information we receive from consumer reporting agencies and other sources, such as your
  credit bureau reports, collection agency reports or other communications, and other information
  relating to your payment histories, creditworthiness, annual income, or ability to satisfy your
  obligations.

We will not sell or transfer your personal information to third parties for any purpose in our sole discretion. We prohibit the sale or transfer of personal information to non-affiliated entities for their use without giving you the opportunity to opt-out. We may disclose such information in order to effect or carry out any transaction that you have requested of us or as necessary to complete our contractual obligations with you. We may also share your information with service providers that perform business operations for us, companies that act on our behalf to market our services, or others only as permitted or required by law, such as to protect against fraud or in response to a subpoena. We may also share or transfer our information in the event we transfer or sell your account or our business assets to another provider.

By carrying out those services, we may disclose your information, as we see fit and as permitted by law, to your creditors, credit card companies, collection agencies, banks, and other entities and individuals specifically necessary to effect, administer and perform our services.

#### Your Choices / Opt-out

We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes. By providing information to Company you are consenting to the collection, use and disclosure of such personal information in the manner described in this privacy policy. We provide you the opportunity to withdraw your consent when such information is collected.

Such consent may be withdrawn by calling the telephone number provided below or may be done in writing/email and sent to our customer service department at the following physical address or email address:

AmeriTech Financial 5789 State Farm Drive Suite 265, Rohnert Park, CA 94928

If by email: support@AmeriTechFinancial.com

If by phone: 1-800-792-8621 Extension: 0

#### **How We Protect Your Information**

We train our employees to protect all customer information. We maintain physical, electronic and procedural controls that comply with government standards. We authorize our employees, agents and contractors to get information about you only when they need it to do their work with us. You can help to maintain the security of your online transactions by not sharing your personal information or password with anyone. Remember, no method of transmission over the Internet, or method of electronic storage, is 100% secure.

This policy applies to current and former customers. If you have any questions, please contact AmeriTech Financial at 5789 State Farm Drive Suite 265, Rohnert Park, CA 94928

	Scott Belnap		41010040	
Client Signature:		Date:	4/2/2018	

#### AmeriTech Financial

#### **Complaint Policy**

Our goal at AmeriTech Financial is to provide exceptional service to our Clients. While every effort is taken to ensure we treat our Clients in a fair, courteous, and honest manner, sometimes our Clients have special inquiries that require our immediate attention.

We believe that our Clients have the right to raise a complaint, and the right to have their complaints addressed immediately. We also believe that a successful organization must be willing to evolve in an effort to meet the needs of its Clients. Therefore, we have established a complaint process for Clients who are unsatisfied with the service or treatment they have received.

#### How to Initiate a Complaint

In the event you are unsatisfied with our service, please initially direct your comment or complaint directly to the employee or team which is responsible for your dissatisfaction. If the individual employee cannot resolve the matter, we will quickly engage the relevant Manager or Director to resolve your matter.

We always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution, you may then notify our Compliance Officer directly in writing at:

- 1. Compliance@AmeriTechFinancial.co
- 2. 1-800-792-8621 Extension: 0
- 3. AmeriTech Financial Attention: Compliance Officer 5789 State Farm Drive Suite 265, Rohnert Park, CA 94928

#### Please include the following in your written correspondence

- A clear description of the complaint and any suggestions you may have that would resolve your grievance.
- Details of any relevant information relating to any contacts you may previously have had with AmeriTech Financial on this subject.
- 3. Whether it is an original complaint, or a follow-up to a reply you were not satisfied with.
- 4. Your complete contact information (including full postal address, telephone number, and email address) and your date of birth (for verification purposes).

#### What to Expect

We strive to resolve all complaint inquiries as quickly and efficiently as possible. You can expect to receive a response from us within 2 business days after we receive your complaint. If your case is particularly complex and cannot be resolved within 2 business days, we will provide you with an estimated time in which you should expect to receive such resolve. Thank You.

# **Limited Power of Attorney**

To: Any and all of my Student Loan Creditors:

- I, hereby duly authorize, empower and appoint AmeriTech Financial of 5789 State Farm Drive Suite 265, Rohnert Park, CA 94928 its agents and representatives ("AF") permission to perform any acts necessary or convenient, including but not limited to, the following on my behalf:
- 1. To communicate with any and/or all of my providers and their servicing agencies to obtain information on my student loans.
- 2. Prepare, sign, and file with my prior approval any documents pertaining to my student loans with any governmental body or agency.
- 3. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to the balance of my account, payment history verification of the account, financial adjustments, and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide AF is true and accurate.
- 4. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans to communicate directly with AF concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act.

I understand that AF is not a law firm, is not licensed to practice law or provide legal advice and that I will not request or accept, any legal advice from AF relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against the AF relating to the practice of law. I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the AF program.

I agree that electronic or facsimile copy signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Limited Power of Attorney shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

Applicant Name: Scott Be	lnap	Applicant DOB:	7	
Applicant Signature: Scott Belinap	Belnap (Apr 2, 2 <b>018</b> )	Applicant SSN:		<u>, , , , , , , , , , , , , , , , , , , </u>
Executed On (Date):	/2/2018	<del></del>	-	

Date:	4/2/2018	
Name & A	Address: Scott Belnap Riverton UT	
To whom	n this may concern,	
To will be S	o the best of my knowledge, my curre	nt annual gross income for this year
Thank yo	ou,	
Signed Feet	Cott Belnap ott Belnap (Apr 2, 2 <b>01</b> 8)	
Print: Sc	cott Belnap	
SSN:		

# AmeriTech Financial Document Preparation and Service Agreement

This Service Agreement is entered into on the date shown below between the AmeriTech Financial ("AF") and the Client shown below ("Client").

AF provides processing and support services to assist consumers who are applying for Federal Student Loan Consolidation Services, and/or other repayment plan programs available through the Department of Education ("DOE"). AF is a private company, not affiliated with any government agency and, for a fee, will assist in assembly and submission of student loan consolidation, and/or other repayment plan program documents. AF is not a lender or a debt consolidation company. It does not promise to improve your credit score.

Client requests AF to perform, in good faith, the following services, ("the Services"): (a) Review the Client's current Federal Student Loan debt situation, (b) Identify potential Student Loan Consolidation, and/or other repayment plan options that may be available to Client from the DOE, (c) Discuss potential options with the Client, and (d) Prepare and process, on the Client's behalf, a Federal Student Loan Consolidation Application, and/or other repayment plan program application with the DOE after Client selects desired option. To the extent that Client is already in default, AF offers default rehabilitation services for an additional fee so that Clients loans are in a position where AF can provide the Services for client.

Now therefore in consideration of the foregoing and every term, covenant and condition hereafter set forth, AF and Client do hereby understand, covenant and agree to the following:

- 1. Provide Complete and Truthful Information. AF will provide Client with an overview session limited to his/her Federal Student Loan debts to assist the Client in locating options that may be available to Client. Client expressly represents and warrants that he/she/they will at all times provide AF with information that is complete, accurate and true to the best of their knowledge and belief.
- 2. Performance of Services. Upon receipt of all information from Client, AF shall promptly analyze Client's Federal Student Loan debt situation, review the information provided by the Client, and complete the application forms required for the DOE program(s) that have been selected by the Client. Upon completion of AF's review and due diligence, AF shall prepare for filing with Client's lender an application to initiate a Federal Student Loan Consolidation, and/or other repayment plan available to Client through the DOE on behalf of Client. Where appropriate, AF will assist in applying for pre-consolidation forbearance, applying for loan consolidations, submitting post-consolidation documents, applying for income-based repayment programs and reapplying for income-based repayment programs.
- 3. Fees for Services. Where applicable, charges \$400.00 for default rehabilitation. AF collects that fee after the default rehabilitation is processed and approved, and Client makes the first payment to Client's creditor(s). That usually takes a couple of months. After rehabilitation is complete, which takes approximately 9 months, AF will provide the Services. The cost of the Services is \$800 which is comprised of \$200.00 as a fee for obtaining a forbearance and \$600.00 after obtaining approval of a Federal Student Loan Consolidation, or any other Department of Education repayment plan option on Client's behalf and first payment has been made. Such fees shall be charged to the Client's chosen dedicated account as specified below upon completion of the respective work. Thereafter, AF will reach out annually to assist borrower with any additional student loan repayment plan needs at a cost determined and payable at the time services are provided.
- 4. Documents Service Agreement and Monthly Cost Authorization. AF will use a third party payment processor to debit Client for fees/payments and Client shall pay all processing fees associated with such. Client herby authorizes AF to deduct all payments due per this contract from the financial institution listed in the accompanying Credit Card/ACH Authorization or such other financial institution that may be used by Client from time to time. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by AmeriTech Financial to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until AF has received written notice from Client of its termination in such time and such manner as to afford AF a reasonable opportunity to act. A fee/payment (whether paid by debit or other means) that is not honored by Client's financial institution for any reason may be subject to a \$20.00 service fee imposed by AF (unless otherwise limited or prohibited by state law), the amount of which may be debited from Client's account.
- 5. Process. Once paperwork has been received, processing will begin. AF will always act promptly on Client's documents and program. Be advised that Federal Student Loan Consolidations, and other repayment plans completed by AF rely on the relevant lenders for prompt service and AF cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the DOE is usually ninety (90) days, but may take longer. AF solely prepares and provides documents/applications for Client's review and approval before it submits such documents to the DOE. AF does not control the DOE application review process.

  Belnap Attachment A-024

- 6. Indemnification and Hold Harmless. Client hereby agrees to defend and hold harmless AF 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 AF, 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. AF 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 AF, 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 AF or Client's failure to follow any recommendation of AF, 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.
- 7. Important Limitation on Consumer Rights Mandatory Arbitration Requirement Please read carefully: 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, conscionability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sonoma County, California or in the county in which the consumer resides, in accordance with the Laws of the State of California for agreements to be made in and to be performed in California. 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. OPT-OUT PROCESS: You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of this Agreement at the following address: AF, Attn: Customer Service, 5789 State Farm Drive Suite 265, Rohnert Park, CA 94928. Your written notice must include your name, address, the date of this Agreement, and a signed statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Agreement.
- 8. Entire Agreement. 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 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.
- 9. Cancellation Policy. Client may cancel this contract at any time prior to being approved for a Federal Student Loan Consolidation, or any other Department of Education repayment plan option achieved on Client's behalf.
- 10. Limitations on Damages. AF's liability under this agreement and/or relating directly or indirectly to Client's participation in the Student Loan Consolidation Program, under any theory of liability regarding any claim by the Client is limited to the amount of fees paid by Client to AF. 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. This section shall survive termination.
- 11. Information Authorization: Client hereby authorizes AF to verify Client's past and present employment earnings records for income verification purposes that are needed to process Client's Federal Student Loan Consolidation, and/or other repayment plan program available to Client. The information AF obtains is only to be used in the processing of Client's application for a Federal Student Loan Consolidation or any other repayment plan program through the DOE, and AF does not provide any form of credit repair, credit score enhancement, or debt reliefing Attachment A-025

- 12. Legal Authorization Form: This form will serve to acknowledge that Client has authorized AF to act on Client's behalf to apply for consolidation of Client's Federal Student Loans, and/or other repayment plan programs available to Client. Client has been advised that if approved for the Federal Student Loan Consolidation, and/or other repayment plan program, Client will receive a sixty (60) day furlough before payments will start. If Client has any questions regarding this Federal Student Loan Consolidation Program, Client should contact AmeriTech Financial at 1-800-792-8621.
- 13. Important Disclosures about the AmeriTech Financial Services. Client may choose to complete his/her own consolidation documents based on the applicable federal student loan programs and is not obligated to use a third party resource such as AF or pay a service fee. Please note that AF does not expressly or impliedly warranty, represent or guarantee that it will be able to reduce Client's total student loan debt or monthly payments.
  - Failure to make timely payments, or non-payment to Client's creditors will adversely affect the credit standing, collection efforts, and may incur more fees and interest.
  - If Client utilizes a Dedicated Account to save funds towards program fees, Client owns the funds
    in the account; Client may withdraw from AF's service at any time without penalty; and if Client
    withdraws from AF's service, he or she will get all the money in the account other than fees earned
    in compliance with the TSR.

14. Dedicated Savings Account: Client understands that Client is solely in control of all savings funds for the purpos	e
of paying the fees due for the services that AF is contracting to perform. Client will designate an account for program	n
savings funds and such dedicated account is independent from AF. Client selects:	
FDIC Insured Bank thru Reliant Account Management, LLC	

#### **Payment Information**

Another account of Member's choosing

BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), I HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY AMERITECH FINANCIAL, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHANGE FOR THE GOOD FAITH PAYMENT AND FEDERAL STUDENT LOAN CONSOLIDATION PROGRAM. DURING THIS PROCESS, I AM RESPONSIBLE FOR MAKING MY PAYMENTS, AND FAILURE TO DO SO COULD DISQUALIFY ME/US FROM OBTAINING THE SERVICE THAT WAS AGREED UPON. I UNDERSTAND THAT I CAN APPLY ON MY OWN TO CONSOLIDATE MY LOANS WITHOUT THE ASSISTANCE OF AMERITECH FINANCIAL. I FURTHER ACKNOWLEDGE THAT NO GUARANTEES CONCERNING THE SUCCESS OF THE LOAN CONSOLIDATION HAVE BEEN PROVIDED TO ME/US BY AMERITECH FINANCIAL, AND/OR ANY OF ITS AGENTS, AND/OR AFFILIATES AND A POSITIVE OUTCOME IS NOT GUARANTEED. I, THE CONSUMER, HAVE BEEN EXPLAINED THE PROGRAM IN FULL AND TO MY SATISFACTION.

#### ACKNOWLEDGMENT

As indicated by my signature below, I acknowledge that I have read, understand and agree to the terms and conditions of the Document Preparation and Service Agreement.

Client Name: Scott Belnap	Executed On this Date:	4/2/2018
Client Signature: Scott Belnap (Apr 2, 2018)	Date of Birth:	· · · · · · · · · · · · · · · · · · ·
Driver License Number:	Social Security Number:	

For: AmeriTech Financial ("AF")

By: Thomas Knickerbocker Title: Administrative Representative

#### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the day in which you enroll for this service.

If you cancel, all payments or other consideration which may have already been made by you will be returned within ten business days following receipt by the telephone solicitor of your cancellation notice.

If you cancel, you must return the goods to the telephone solicitor at the address listed below and at the telephone solicitor's risk and expense within twenty days of the date you receive back from the telephone solicitor the payments or consideration you have already made.

To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any other written notice to AmeriTech Financial at

AmeriTech Financial c/o Customer Service Department
5789 State Farm Drive Ste. 265
Rohnert Park, CA 94928
Not later than midnight of the third business day after which you received this notice.
I hereby cancel this transaction.
(Client's signature)

(Date)

#### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the day in which you enroll for this service.

If you cancel, all payments or other consideration which may have already been made by you will be returned within ten business days following receipt by the telephone solicitor of your cancellation notice.

If you cancel, you must return the goods to the telephone solicitor at the address listed below and at the telephone solicitor's risk and expense within twenty days of the date you receive back from the telephone solicitor the payments or consideration you have already made.

To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any other written notice to AmeriTech Financial at

AmeriTech Financial c/o Customer Service Department

5789 State Farm Drive Ste. 265 Rohnert Park, CA 94928			
Not later than midnight of the third b	ousiness day after which y	ou received this notice.	
I hereby cancel this transaction.			
(Client's signature)			
(Print Name)			
(Date)			

### Financial Education Benefits Center Program Enrollment and Student Loan Financial Education Kit Agreement

Congratulations! We are excited that you have taken the first step in improving your finances through our Financial Analysis & Evaluation, Student Loan Financial Education Kit and your enrollment into the Financial Education Benefits Center Program because getting the right tools and education will save you time and money. We believe that by purchasing the Financial Education Benefits Center Program and Student Loan Financial Education Kit, you have taken the first steps in changing your financial life. These financial tools and benefits were built on proven strategies, methods, and exercises that we have coupled with the Financial Education Benefits Center Program to help you begin achieving financial independence today and give you the greatest opportunity for improving your financial position forever.

This Financial Education Benefits Center Program and Student Loan Financial Education Kit Agreement which includes a personal financial budgetary analysis, access to the Financial Education Benefits Center portal, access to official forms and useful documents, access to printable legal documents and templates, resume and cover letter documentation, tools for keeping a budget, access to dozens of educational and useful web links, access to useful financial calculators, three part Student Loan Financial Education Kit how to book series, electronic educational video compilation, do it yourself printable forms, outside tax preparation and assistance, Life Lock identity theft protection, a Better World Club Express Road Service membership, everyday discount benefits solutions, as well as credit repair assistance through the Credit Pros International, (sometimes collectively referred to as the "Membership Plan") is entered into on the date shown below between The Financial Education Benefits Center ("FEBC") and the member shown below ("Member").

FEBC provides products and services related to consumers seeking to understand and improve their finances. FEBC is a private company, not affiliated with any government agency and is not a law firm. It assists members understand matters affecting their finances through individual support and educational services and provides membership benefits as listed below. In exchange for its fees for services as described herein, FEBC will provide the following products and continuous services as part of its Financial Education Benefits Center Program and Student Loan Financial Education.

Chent Information	and a second
Client Full Name:	Scott Belnap
Client Best Contact Phone Number:	
Client Best Mailing Address:	Riverton UT

Your Financial Education Benefits Center Program & Student Loan Financial Education Kit Summary:

One on One FEBC Program Consultation: we provide an explanation of what to expect from our products and services and how to access your benefits and program through our customized web portal.

Access to The Financial Education Benefits Center Program Online Portal: you will stay regularly informed of student loan benefits available to you through our online educational resource portal and access points.

**FEBC Personal Financial Budgetary Analysis:** through our financial analysis and evaluation we help you create and follow a personal financial budget to assist you in getting on track and understanding your income and expenses and where you might needhelp.

Access to Official Forms and Useful Documents: a library of important documents and forms at your fingertips, for use in your day to day transactional matters.

Access to Dozens of Printable Legal Documents and Templates: lease agreements, bills of sale, house titles and much much more. You'll receive access to our ever-growing document archive that will become a valued resource for you when you need it.

Resume and Cover Letter Documentation: several professional resume and cover letter templates are at your disposal, helping you to be even more competitive in the job market.

Copyrighted Three Part Student Loan Financial Education Kit How To Educational Book Series: explains the ins and outs of student loans and includes important application instructions, every student loan bylaw and techniques on how to properly manage your own student loan situation yourself. A complete do-it yourself solution to handling student loans.

Tools for Keeping a Budget: you will receive access to the budgetary tools that cater most to your lifestyle and will help you to save money through leveraging your income over your expenses.

Access to Dozens of Educational & Useful Web links: from legal document databases to tax and mortgage calculators, this interactive forum will allow you to access useful resources that will help to simplify your life.

**Financial Calculators:** provides financial calculations pertaining to different financial matters arising in your life such as; taxes, insurance, credit card payments, and much more.

Electronic Educational Student Loan Video Compilation: hours of how to videos teaching you the intricacies of federal student loans, budgeting for yourself and your family, and tips on how to properly save and invest your money.

Do It Yourself Printable Forms: Everything you need in one place. Our forms are categorized as Business and Personal Finance (statement templates/calculators), Employment, Government Contracting (RFQs, NDA templates), Lease Agreement templates, Small Business, State Tax Forms, and Student Loans forms for your use.

#### The Membership Plan also includes the following services and/or memberships from third parties:

Tax Preparation Services: FEBC will pay a third party company to prepare and file one or all of the following tax documents for you, individually: (1) individual tax return; (2) Schedule C; (3) Schedule D; (4) k-1; and (5) one extension.

Life Lock Identity Theft Protection: Advantage Package: receive identity threat detection alerts, lost wallet protection and less junk mail by utilizing this valuableservice.

Better World Club Express Road Service: One of the nation's most prominent roadside assistance providers, Better World Club connects it members with over 40,000 service providers nationwide and provides essential roadside assistance services such as towing, battery jumpstart, flat tire change, lockout service, fuel delivery, and winching, along with offering thousands of additional discounts for hotels, car rentals, and more.

Credit Repair Assistance through The Credit Pros International: each active Member will be entitled to a discounted one-on-one credit audit and consultation free of charge to assess your credit repair needs as well as receive a deep, 65% discount for monthly services. This is a huge value for all your credit repair needs. You will have direct access to our third party affiliate company, The Credit Pros International, to help you in achieving the highest credit rating possible.

FEBC Everyday Discount Benefits Solutions: you will receive access to a wide variety of discount and savings plans that you can use to save money on your normal day to day purchases. These benefits include medical and wellness discounts, food and grocery savings, entertainment discounts, twenty four hour Telemedicine through AmeriDoc, and many more opportunities to keep more money in your pocket each month.

Authorization Fees for Membership Plan & Refund Policy, Subject to the Terms and Conditions of this Agreement and the description above, the purchaser of the Financial Education Benefits Center Program and Student Loan Financial Education Kit (the "Member") hereby authorizes Financial Education Benefits Center to debit the bank account listed below a onetime enrollment fee of \$ 100 for the membership plan. The total charge for the fixed term of 12 months of access to the membership plan benefits is \$ 1188 Thereafter, Member will continue to be automatically charged \$ 99. per month as a month to month renewal fee until such time as Member terminates the membership plan or unless FEBC provides written notice to Member at the address listed on the accompanying ACH authorization that it is changing the monthly dues. The enrollment fee and all membership dues are subject to applicable state sales tax and monthly dues may be increased upon thirty (30) days written notice to member at the address listed below (or as later amended by Member) after the first year. The Membership Plan shall be automatically renewed on a month to month basis until cancelled by the Member. Should Member desire to cancel his/her membership, Member must provide written notice of your cancellation request at least ten (10) business days prior to the next scheduled draft date or else Member will be charged an additional month's membership payment. If a payment is declined by Member's bank, Financial Education Benefits Center may attempt to again process this payment at a later date, typically within 72 hours. No products will be shipped or services provided until payment is confirmed. Member fully understands that Member is purchasing a Financial Education Benefits Center Student Loan Financial Education Kit and enrolling into the Financial Education Benefits Center Program through Financial Education Benefits Center. The program includes monthly membership programs offered and provided exclusively by outside companies including, but not limited to, outside tax preparation services, Life Lock identity theft protection, Better World Club Express Road Service membership, FEBC everyday discount benefits solutions, and The Credit Pros International. FEBC has the right to substitute the primary product(s) with an alternative product(s) of equal value. All transactions will appear on Member's bank statement(s) as "FEBC." Financial Education Benefits Center offers a 100 percent satisfaction guarantee or money back for those members who request in writing within 30 days from the date of purchase. Thereafter members may also request a refund from the date of purchase. However, Financial Education Benefits Center reserves the right to determine a reasonable refund amount. If Member has any questions about Member's payment or wishes to terminate this

agreement, Member may contact Financial Education Benefits Center directly at 1-800-953-1388 extension 0, or 2010 Crow Canyon PL Suite 100, San Ramon, CA 94583.

#### Terms and Conditions of Agreement1

Aside from its personal one on one consultation, FEBC provides an online portal to give visitors a general understanding of the law, financial/budgetary matters, resume building, and official and legal forms and to provide an automated software solution to individuals who choose to prepare their own legal/financial/business-related documents. The portal and other included services referenced above include general information on commonly encountered legal, financial and business issues. FEBC and its Services are not substitutes for the advice of attorneys and financial/tax professionals. The membership plan also includes outside tax preparation services, Life Lock identity theft protection, Better World Club Express Road Service membership, and FEBC everyday discount benefits solutions, and The Credit Pros International ("Separate Services"). The provisions of the Separate Services are the responsibility of those respective companies.

FEBC strives to keep its legal/business documents accurate, current and up-to-date. However, because the law changes rapidly, FEBC cannot guarantee that all of the information on the portal is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind FEBC provides can fit every circumstance. Furthermore, the legal information contained on the portal is not legal advice and is not guaranteed to be correct, complete or up to date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area. Similarly, if you need specific financial advice concerning taxes, insurance, mortgages, etc. you need to obtain the advice of professionals in such matters.

- 1. Privacy Policy. FEBC respects your privacy and permits you to control the treatment of your personal information. A complete statement of FEBC's current Privacy Policy is contemporaneously being provided to you and is expressly incorporated into this Agreement by reference.
- 2. Ownership. The portal is owned and operated by FEBC. All right, title and interest in and to the materials provided on portal, including but not limited to information, documents, logos, graphics, sounds and images (the "Materials") are owned either by FEBC or by FEBC's respective third party authors, developers or vendors ("Third Party Providers"). Except as otherwise expressly provided by FEBC, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on the portal shall be construed to confer any license under any of FEBC's intellectual property rights, whether by estoppel, implication or otherwise. FEBC does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by FEBC. Any rights not expressly granted herein are reserved by FEBC. Any reference to the products and services of third party vendors such as outside tax preparation services, Life Lock identity theft protection, Better World Club Express Road Service membership, and FEBC everyday discount benefits solutions, and The Credit Pros International does not belong to FEBC. FEBC has limited rights to sell such services.
- 3. Limited Permission to Download. FEBC hereby grants you permission to download, view, copy and print the Materials on any single, stand-alone computer solely for your personal, informational, non-commercial use provided that (i) where provided, the copyright and trademark notices appearing on any Materials not be altered or removed, (ii) the Materials are not used on any other website or in a networked computer environment and (iii) the Materials are not modified in any way, except for authorized editing of downloadable forms for personal use. This permission terminates automatically without notice if you breach any of the terms or conditions of this Agreement. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on the portal may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.
- 4. Links to Third Party Sites. This Site and Applications may contain links to websites controlled by parties other than FEBC (each a "Third Party Site"). FEBC works with a number of partners and affiliates whose sites are linked with FEBC. FEBC may also provide links to other citations or resources with whom it is not affiliated. FEBC is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. FEBC makes no guarantees about the content or quality of the products or services provided by such sites and companies that operate them. FEBC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by FEBC of the Third Party Site, nor does it imply that FEBC sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links.

In these Terms and Conditions of Agreement, the words "you" and "your" refer to each Member as described above. "We", "us", and "our" refer to Financial Resource Service Center.

# 

You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that FEBC is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

5. Use of our Legal Forms. On our portal and through certain partners, we offer self-help "fill in the blank" forms. You understand that your purchase of these services, downloading, and/or-using form documents is neither legal advice nor the practice of law, and that each form and any applicable instructions or guidance is not customized to your particular needs.

#### License to Use.

FEBC grants you a limited, personal, non-exclusive, non-transferable license to use our forms (the "Forms") for your own personal, internal business use, or if you are an attorney or professional, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use. You shall not remove any copyright notice from any Form.

#### Resale of Forms Prohibited.

By downloading Forms, you agree that the Forms may only be used by you for your personal or business use or used by you in connection with you or your client and may not be sold or redistributed without the express written consent of FEBC.

6. Use of Third Party Services. Your membership plan includes monthly memberships and services with third party companies who are responsible for providing their services under their own plans. You understand that if you have any issues with their services, such matters should be addressed directly with the company responsible for the provision of such services.

#### 7. DISPUTE RESOLUTION BY BINDING ARBITRATION.

Important Limitation on Consumer Rights - Mandatory Arbitration Requirement - Please read carefully: 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, conscionability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sonoma County, California or in the county in which the consumer resides, in accordance with the Laws of the State of California for agreements to be made in and to be performed in California. 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. OPT-OUT PROCESS: You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of this Agreement at the following address: FEBC, Attn: Customer Service, 2010 Crow Canyon PL Suite 100, San Ramon, CA 94583. Your written notice must include your name, address, the date of this Agreement, and a signed statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Agreement.

8. NO WARRANTY. THE ONE-ON ONE CONSULTATIONS, THE PORTAL, APPLICATIONS, AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, FEBC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT CONCERNING ALL MEMBERSHIP BENEFITS FOUND WITHIN THE PORTAL AND THOSE SEPARATE SERVICES OUTSIDE OF THE PORTAL, INCLUDING, BUT NOT LIMITED TO, OUTSIDE TAX PREPARATION SERVICE, LIFELOCK MEMBERSHIPS, BETTER WORLD CLUB ROAD SERVICE MEMBERSHIPS, CREDIT REPAIR ASSISTANCE FROM THE CREDIT PROS INTERNATIONAL AND FEBC EVERYDAY DISCOUNT BENEFITS SOLUTIONS.

FEBC MAKES NO WARRANTY THAT: (A) THE PORTAL, APPLICATIONS, THE MATERIALS, OR THE SEPARATE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE PORTAL, APPLICATIONS, THE MATERIALS, OR THE SEPARATE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL, APPLICATIONS, OR ANY MATERIALS OFFERED THROUGH THE PORTAL OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PORTAL, APPLICATIONS, THE MATERIALS, OR THE SEPARATE SERVICES OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE USE OF THE PORTAL IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. FEBC SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

NOTWITHSTANDING THE ABOVE, FEBC OFFERS A 30 DAY SATISFACTION GUARANTEE.

- 9. LIMITATION OF LIABILITY AND INDEMNIFICATION. EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD FEBC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF FEBC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF FEBC, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 10. Compliance with Intellectual Property Laws. When accessing FEBC or using the FEBC portal as part of the Financial Education Benefits Center Program and Student Loan Financial Education Kit, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your FEBC useraccount.
- 11. Entire Agreement. By virtue of Member's signature below, Member acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement 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.

12. Cancellation Policy. Member may cancel this contract within thirty (30) days of signing and receive a full refund for all products and services purchased. Thereafter, Member may also request a refund from the date of purchase. However, FEBC reserves the right to determine a reasonable refund amount.

# Terms of Agreement for Payment:

Financial Education Benefits Center, located at 2010 Crow Canyon PL Suite 100, San Ramon, CA 94583, is authorized to deduct a scheduled payment from Member's checking or savings bank account as specified below and may make adjustments if errors have occurred during the transaction. In the event that Member's draft is returned unpaid for any reason, Member agrees to pay all past due balances immediately and the current month's payment amount. The date of the draft is listed above, however if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. The company has the right to substitute the primary product(s) with an alternative product(s) of equal value. This authority will remain in effect until Financial Education Benefits Center is notified by Member in writing by either email to; support@febcp.com or by fax to 1-866-936-0795 at least ten (10) business days prior to the next scheduled draft date. For questions regarding your payment, you may also contact us directly at 1-800-953-1388 extension 0. No other forms of cancellation by Member will be honored. The reversal of funds from a Member's account that was drafted in error cannot be made until seven business days from the draft date. The Member agrees to waive all rights of reversal or refusal of any payment on any draft that Financial Education Benefits Center may make against the bank account during the time Member is actively enrolled. The Member agrees with all of the provisions and conditions outlined herein. The Member further agrees to hold Financial Education Benefits Center, its directors, employees, officers, and its agents harmless from any damages that may occur or arise from and within the entirely of this agreement. Financial Education Benefits Center will not be responsible for any fees your financial institution may assess should a draft be returned for insufficient funds.

#### ACKNOWLEDGMENT

As indicated by my signature below, I acknowledge that I have read, understand and agree to the terms and conditions of the Financial Education Benefits Center Program and Student Loan Financial Education Kit (the "Membership Plan"), including the Terms of Agreement for Payment.

Member Name: Scott Belnap	Executed On this Date: 4/2/2018
Member Signature:	Date of Birth;
Driver License Number:	Social Security Number:

For: Financial Education Benefits Center ("FEBC")

By: JenniferMartinez
Title: Administrative Representative

#### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the day in which you enroll for this service.

If you cancel, all payments or other consideration which may have already been made by you will be returned within ten business days following receipt by the telephone solicitor of your cancellation notice.

If you cancel, you must return the goods to the telephone solicitor at the address listed below and at the telephone solicitor's risk and expense within twenty days of the date you receive back from the telephone solicitor the payments or consideration you have already made.

To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Financial Education Benefits Center at

Financial Education Benefits Center c/o Customer Service Department 2010 Crow Canyon PL Suite 100, San Ramon, CA 94583

San Ramon, CA 94583	
Not later than midnight of the third business day after which you received this notice,	
I hereby cancel this transaction.	
(Client's signature)	
(Print Name)	
(Date)	

#### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the day in which you enroll for this service.

If you cancel, all payments or other consideration which may have already been made by you will be returned within ten business days following receipt by the telephone solicitor of your cancellation notice.

If you cancel, you must return the goods to the telephone solicitor at the address listed below and at the telephone solicitor's risk and expense within twenty days of the date you receive back from the telephone solicitor the payments or consideration you have already made.

To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Financial Education Benefits Center at

Financial Education Benefits Center c/o Customer Service Department 2010 Crow Canyon PL Suite 100, San Ramon, CA 94583

(Date)

Not later than midnight of the	third business day after which you received this notice
I hereby cancel this transaction	ın.
(Client's signature)	_
(Print Name)	_

# Financial Education Benefits Center Program Enrollment and Student Loan Financial Education Kit Agreement Electronic Funds Transfer (EFT) Authorization

ACH ACCOUNT AUTHORIZATION	
"Company") to charge or debit my checking account "Primary Bank Account") the monthly fees pursuant to Financial Education kit agreement. In addition to an ini \$1188 for a 12 month fixed term will be automatically Education Benefits Center Program and Student Loa enrollment in the Membership Plan will be automatical or unless Company provides thirty (30) days' notice to case the new sum shall be automatically processed. I re will maintain sufficient funds in it to permit the debits to for any reason I acknowledge that I am subject to a reject of any charges made by my bank. If I have questions contact FEBC at 1-800-953-1388, or 2010 Crow Canyo	er, hereby authorize the Financial Education Benefits Center (the it (or savings account) at the financial institution named below (my to the Financial Education Benefits Center Program and Student Loan itial one time enrollment fee of 100. Membership Program Fees totaling by processed as monthly payments of \$ 99.00 as set forth in the Financial and Financial Education kit agreement (the "Membership Plan"). My ally renewed on a month to month basis at a cost op 1. until cancelled the address below that it will be increasing the monthly dues, in which epresent that my Primary Bank Account exists; that I own it; and that it o clear on the applicable dates. I understand that if a payment is returned ted item fee of \$20 or the maximum amount allowed by law in addition about my payment or wish to cancel my monthly membership, I can for PL Suite 100, San Ramon, CA 94583. This authority will remain in affords Financial Education Benefits Center and my bank a reasonable
enrollment fee for the program fees for services in	necking account (savings account) for monthly payments and an initial accordance with the terms of the Financial Education Benefits Center agreement. I understand that charges declined by the issuing bank could hip Plan.
	all of the applicable information.  nnot be processed if incomplete.
Account Holder Name Scott Belnap	
Billing Street Address:	
City: Riverton	State: UT Zip:
	123 123456 000 1 Check Number  Account Number
ACH payment / check the type of bank account:	☑ Checking Account ☐ Savings Account
Depository ("Bank") Name_	<del>, , , , , , , , , , , , , , , , , , , </del>
Routing Number (9 digits)	Account Number
Scott Belman	4/2/2018
Signature of Account Holder	Date

<sup>\*\*\*</sup>Please retain a copy of this document as your receipt of purchase \*\*\*



#### **ACCOUNT SERVICING AGREEMENT**

This Agreement sets forth the terms of the account management services offered to the person or persons signing below ("Customer") by Reliant Account Management LLC a California limited liability company.

RAM is in the business of processing payments to and from a trust account (including electronic and automatic transfers), making disbursements as directed, and providing online transaction and accounting information related thereto (collectively "Services"), for clients Student Loan Company. RAM is not an owner, employee, or partner of any Student Loan Companies and provides the Services to Customer as an independent third party.

#### ADDOINTMENT

Customer authorizes RAM to collect and deposit payments customer has agreed to make under Customer's Student Loan Company (SLC) ("Agent") and to initiate transfers from Customer's account indicated below at the depository financial institution named below, and to deposit and hold Customer's funds in a trust account established and serviced by RAM. Customer authorizes RAM to share information with Agent about account balances and transactions, answer questions, and have access electronically to review all Customer Information without involvement of Customer. Fees due to Agent may be by a draft separate and distinct from the draft of any other amounts that may be drafted under Customer's Student Loan/Document Prep. program. Customer agrees the trust account is non-interest bearing and may be located in California or any other state of RAM's choice. Customer agrees that RAM will disburse from Customer's funds the then current service fees as stated below, those of Agent, and such other disbursements (Including settlement payments to Customer's creditors), as directed by Customer or Agent. Customer may withdraw approval for any specific disbursement whether made directly or through Agent by providing written notice three (3) days before the scheduled disbursement. If Customer fails to notify RAM timely, or RAM does not receive actual notice, the disbursement will be automatically processed and RAM will have no liability for the payment made. Customer may revoke this Appointment with a minimum of 5 banking days' notice to RAM in the manner set forth below. Customer acknowledges that the origination of Automatic Clearing House (ACH) transactions to my account must comply with the provisions of U.S. law.

#### TRANSACTION, ACCOUNT INFORMATION, AND COMMUNICATIONS

Customer agrees that disclosures, accounting and transaction statements, disbursement verification, and any other communications may be distributed by electronic mail or through RAM'S website at <a href="www.RamServicing.com">www.RamServicing.com</a>. Customer acknowledges that Customer is able to electronically receive, download, and print such information and communications, unless Customer and RAM agree otherwise. If Customer is unable to communicate electronically, Customer will notify RAM and reasonable alternative means of communication will be established. Customer may provide notice to RAM at Reliant Account Management, LLC, P.O. Box 337, EAST IRVINE, CA 92650-0337 or fax at 949-859-1186.

With regard to all telephone numbers, including cellular numbers, you choose to provide on your account, you acknowledge and consent to receive business and informational calls relating to your service to such numbers. You agree such calls may be pre-recorded messages or placed with an automatic telephone dialing system. In addition, you agree that we may send non-marketing service account related text messages to cellular phone numbers provided on your account. Carrier message and data rates may apply but, on some text message programs you may opt out of a text message program by replying "stop" to a message from that program. If you choose to provide an email or other electronic address on your account, you acknowledge and consent to receive business and information messages relating to your service at the address, and that such address is your private address and is not accessibly or viewable by any other person.

RAM will process and disburse payments under our agreement in connection with your student loan company. The SLC will notify RAM and provide proof of completion once your consolidation has been approved with your new servicer. RAM will contact you via email, text, or mail to confirm that you are in compliance with your consolidation agreement. Unless we hear from you to the contrary in three business days, we will accept that you are in compliance with the terms of the consolidation agreement and disburse the fees which have been earned under your contract with SLC.

#### SERVICE FEES

Customer authorizes RAM to charge the following fees for services rendered: Monthly Fee: \$8.00

Other charges as applicable:

NSF/Return Item Fee: \$8.50

#### MISCELLANEOUS

Customer agrees to indemnify and hold harmless, Ram, its officers, directors, agents, and employees, from any and all claims, demands, and damages arising out of a dispute between Customer and any third party. Customer agrees to hold harmless, Ram, its officers, directors, agents, and employees, from any and all claims, demands, and damages in any situation where RAM has complied with the directives from Customer or Agent, provided that Customer's has not provided notice of revocation of RAM's or Agent's authority under this Agreement.

Customer understands that RAM may share information with its depository institutions, its affiliates, Agent, and with any other party legally entitled to facilitate the transactions contemplated by this Agreement.

Customer authorizes RAM to initiate Automatic Clearing House (ACH) debits from my designated bank account as set forth below. I authorize RAM to debit my designated bank account according to the schedule of debits provided to RAM by me or on my behalf or as otherwise provided by agreement. Customer agrees that sufficient funds will be available in my designated account at least three (3) business days prior to the date of debit transfer. RAM is not liable to any person for not completing a transaction as a result of any limit on my designated bank account, or if a financial institution fails to honor any debit from such account. Customer agrees to notify RAM immediately if a scheduled debit will not or does not occur. Customer authorizes RAM to recover funds in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds.

#### DISPUTES

Customer agrees that it will not file a claim for arbitration or with any regulatory or enforcement agency without first providing RAM with written notice detailing the nature of its complaint and allowing 20 business days for RAM to resolve or respond the complaint. Customer hereby agrees that any dispute arising between or among the parties shall be heard before a certified mediator with venue exclusively located in Orange County, California, Mediation may be attended telephonically or in person. In the event there is no resolution through mediation, any claim or dispute shall

be submitted to arbitration with venue in Orange County, California and conducted in accordance with the commercial rules of the American Arbitration
Association, Judgment upon any award may be entered into any court having jurisdiction. Even if arbitration is not permitted, Customer specifically waives any right to trial by
jury, participation in a class action lawsuit and consolidation of claims with any other party. Total damages in the event of litigation will be limited to the fees collected by RAM
under this agreement. This AGREEMENT shall be governed by and interpreted in accordance with the Laws of the State of California. However, in the event of any litigation,
venue shall be exclusively in Orange County, California, without reference of the rules of conflicts of laws there under, irrespective of the place of residence, or domicile, or
business of the Parties hereto.

Customer understands that RAM may share information with its depository institutions, its affiliates, and with any other party legally entitled to facilitate the transactions contemplated by this Agreement.

Customer authorizes RAM to initiate Automatic Clearing House (ACH) debits from my designated bank account as set forth below. I authorize RAM to debit my designated bank account according to the schedule of debits provided to RAM by me or on my behalf or as otherwise provided by agreement. Customer agrees that sufficient funds will be available in my designated account at least three (3) business days prior to the date of debit transfer. RAM is not liable to any person for not completing a transaction as a result of any limit on my designated bank account, or if a financial institution fails to honor any debit from such account. Customer agrees to notify RAM immediately if a

Page 1 of 2

Revised 10/18/2016

Customer								
customer	One	***************************************						
Scott B	elnap		_	ř <del>i</del>			_2	17 17 17 17 17 17 17 17 17 17 17 17 17 1
Name					33		rth	
Street Addres	55		_	Phone Number	er			
Riverto	n	UT I						
City	State	Zip		eniali Audiress				
Customer	Two					20		
00								
Name						Date	of Birth	
Street Addres				Phone Number	ar .	<u></u> .		
				111011111111111111111111111111111111111	<b>.</b>			
City	State	Ziφ	_	email Address		***************************************	- 2045	
Sank Name 5/1/2018 1 <sup>th</sup> Draft Date				Gity 6/1/201 2nd Draft Date	8 188.00 Draft Amount	State  4 Number of Draft Mont	1st Date To be drafted of each month	B 99.00 aft Recurring Draft Amount on or after the same day thereafter until further
Bank Routin	na Blumbar						5/1/2018 Enrollment Fee	100.00 Enrollment Fee
Tip=	Your bank may l	(e.g. nine-digit ABA numb nave a separate routing nu routing number with you	mber for ACH tra				Draft Date	Draft Amount
	ucioys.	F						
Bank Accou	nt Number							
pe of Accou	unt (please check or	ne) 🚺 Checking 🔲 Savin	gs					
Bank Accou	nt Holders Name	Scott Belna	0	ej.				
Note≠		st of the ACH process (i.e. zed signer, or atherwise	15 004 00 00 00 00 00 00 00 00 00 00 00 00	. C. S.	10 14 16 40 70 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16			charge.
			4/2/2018					
tt Belnan			12 344 54 54 1 54					



# <u>Referral Program</u>

# Refer your friends and family and earn \$25 credit for each successful referral!

It's easy, just log into refer.ameritechfinancial.com using the email address and password provided to AmeriTech Financial

Note: When registering, enter your Unique Reference Number:



Next, simply click on "Post to Facebook," "Post to Twitter," or any of the other mediums you wish to use:



Send Email



Post to Facebook



Post to Twitter



**Print Cards** 



Post to LinkedIn



Suggest a Referral



Get Shareable URL

Log in, post, and you're done!



# Referral Program Questions & Answers



# What is the Referral Program?

The Referral Program rewards Clients for referring friends and family who enroll with AmeriTech Financial.

### How do I get started?

It's easy! Login to <u>refer.ameritechfinancial.com</u>, where you'll be given the necessary tools to invite your friends and family to join through Twitter, Facebook, LinkedIn and MORE! Click - Post - You're Done!

# Rewards Program

AmeriTech Financial has partnered with Tango Card, a zero-fee rewards card that can be used at nearly 60 different websites and businesses across the country! Use your Tango Card to buy gifts on Amazon, expand your playlist on iTunes, buy movie tickets on Fandango, stock up on the newest electronics at Best Buy, or get those new hiking boots at REI - and that's just the start!

To see the full list of websites and businesses where Tango Card can be used, click here:

https://www.tangocard.com/the-rewards-catalog

# What if I want to donate to one of AmeriTech Financial's select charities?

Great Question! AmeriTech Financial is committed to helping people who are faced with challenges – and not just with Federal Student Loans. We feel it is our responsibly to make the world a better place by utilizing our business to help!

When you choose to redeem your reward credit, you'll have the option to donate that credit to <u>one of 15 different</u> charities! The portion you decide to donate will be <u>100% MATCHED – Dollar for Dollar by AmeriTech Financial</u>, and donated in your name!



#### Do I have to donate all of my referral credit to participate?

No. You can donate only a portion of your accumulated referral credits, and can choose to do so at any time.

#### How can I track my referrals?

All referrals can be tracked on you MyAccount page (link). You'll be able to see the status of every person that has clicked on your posts and can see where they're at in the enrollment process.

# Can I donate to more than one charity?

Yes! During the reward redemption process, you'll be given the choice as to which charities you'd like to donate to. You'll be able to select one at a time, but as long as you have an available balance on your Tango Card account, you'll be able to donate to another charity when you revisit the redemption page.

### How will I know the donation has been made?

Each time a donation is made on your behalf you will receive a confirmation via email from Tango Card showing the time, date, and amount that was donated.

#### Are my donations tax deductible?

Yes.

#### When will this program end?

There currently is no end date, but AmeriTech Financial reserves the right to terminate and/or modify this offer at any time without prior notice.

#### Who can I refer?

You can refer friends and family who require help with their student loan debt.

# When will the credits be applied to my account?

Once your Referral has made two successful payments into the AmeriTech Financial program, a credit will be applied to your referral account redeemable at refer.ameritechfinancial.com. Client will be notified by AmeriTech Financial via automated email notification prior to each credit being applied. Please allow for up to 2 weeks to receive credit.

#### What if the person I would like to refer already has enrolled with AmeriTech Financial?

You must be first to refer friends or family, before they have already enrolled with AmeriTech Financial.

# What if my question is not answered here?

Contact 1-800-792-8621, or email referrals@AmeriTechFinancial.com.

I have read and understand the AmeriTech Financial Referral Program guidelines:

Scott Belnap			
Sign Scott Belnap (Apr 2, 2018)	Date	4/2/2018	

MONTHL	Y INCOME	PERCEN	TAGE OF INCOME SPENT	
m	Amount			
ncome 1			AULUL 25-V	
ncome 2			SUMMARY	
ncome 3	0.00	Total Monthly Income	0.00	). 
Other	0.00	Total Monthly Expenses	The same of the sa	-
		Total Assets	0.00	)
		BALANCE		5265
	7.7312	MONTHLY EXPENS	ES	1
	Iten		Amount	
	Housi	MAINTENANCE OF THE PARTY OF THE	Amoun	-
	Food			- 44
	Utilitie	es		
	Basic Comm	unication		
	Medical/			
	Other Insu			24.50
	Transpor			
	Depende		MILES TO A STATE OF	
	Child Support/S			
ALC: N	Federal Student			
	Private Student I			-
		xpenses escribe:	credit cards	
ssets	Amount	escribe.	Credit Cards	
ecking	Amount			
vings				

# **Belnap Attachment B**

# Dandashly, Yasser

From: Sent:

Friday, April 13, 2018 4:41 PM

To:

Dandashly, Yasser

Subject:

FW: Your account with AmeriTech Financial

Sent from Mail for Windows 10

From: donotreply=ramservicing.com@mg.ramservicing.com <donotreply=ramservicing.com@mg.ramservicing.com> on behalf of donotreply@ramservicing.com <donotreply@ramservicing.com>

Sent: Tuesday, April 3, 2018 1:44:13 AM

Subject: Your account with AmeriTech Financial

Dear Scott Belnap:

Welcome to Reliant Account Management. Effective 4/3/2018, we will be processing your program payments. AmeriTech Financial chose Reliant Account Management because of our expertise in this field. Most importantly, we are a neutral third party. We are here to assure that your payments will be professionally processed and your records accurate. You may see debits to your bank account described as: RAM or RAM PMT this will indicate to you that the transfer was completed successfully by us.

Your RAM Username will be:
Your temporary RAM Password will be:

The first time you log into our system, you will be requested to change your password to one of your choice.

If you would like to make any additional, non-scheduled payments please send them to:

Reliant Account Management P O Box 337 East Irvine, CA 92650

Your account information will

be available online using your username and password. This online information will include your account status and payment history.

AmeriTech Financial will continue to answer any questions you have about your program. We look forward to this opportunity to be of service to you.

Sincerely,

**RAM Servicing Center Staff** 

-----

# OUR PRIVACY POLICY OUR PRIVACY PLEDGE

Reliant Account Management knows you expect privacy and security for your nonpublic personal information. We respect your privacy and are committed to treating your information responsibly.

#### INFORMATION YOU PROVIDE TO US

Our goal is to provide you with an efficient state of the art settlement solution. In order to do that, you must provide us with certain identifying and financial information. We may lask for information, such as your social security number, bank account information, address, and date of birth. We may ask for this information from you by the telephone, through your internet account, in e-mail or through a Sign-Up Agreement or other related document(s). We also may receive information about you from a third party that provided services to you prior to RAM.

When it becomes time for us to make a settlement on your behalf; we may also receive information about you from your creditor(s) or your DSC in order to complete the make this disbursement.

#### YOUR INFORMATION AND OTHER THIRD PARTIES

We collect the information above in order to facilitate settlement disbursements. We will share this information with other third parties only to the extent it is necessary. These may include:

- ??? Members of the RAM family of companies
- ??? Your creditor(s)
- ??? Your DSC
- ??? Your bank or financial institution
- ??? RAM???s bank or financial institution
- ??? Other RAM business partners to assist us in this process

These companies are required to protect your nonpublic information. Any statistical information we generate for our own business purposes, in which your account is included, would not reveal any personal identifying information. RAM will not sell or market your nonpublic personal information to third parties without your consent and will not share information about you with companies outside the RAM family of companies, except as otherwise set forth herein or as permitted by law.

There are times when we may also share your information with legal or governmental officials. Such situations may arise such that 1) we are compelled to do so by a subpoena, court order or similar legal process; 2) we are required to comply with the law; and/or 3) we believe in good faith that the disclosure of your information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate a violation of your Signup Agreement.

#### SECURING YOUR INFORMATION

We utilize the many levels of data security including encryption, electronic surveillance, and procedural checks all intended to protect your non-public personal information. We ask only for that information which we need to follow your service instructions as contained in your Signup Agreement and we protect that information by housing our servers in a secured location.

# IF YOU HAVE QUESTIONS

We are committed to maintaining the privacy of your non-public personal information as noted above. If you have additional questions about Our Privacy Policy please contact our Customer Service Department at (877) 859-1450.

#### TERMS AND CONDITIONS

Reliant Account Management provides transaction management, data processing services, and related services as an independent third party. We receive, process, and post payments. We hold these payments in a trust account and disburse them as authorized, and provide account ledgers on each of these actions.

# Case 4:18-cv-00806-SBA Document 104-2 Filed 04/19/18 Page 4 of 5

The customer may request a refund and/or close the Account at any time by contacting Reliant Account Management through: E-MAIL: support@ramservicing.com or MAIL: Reliant Account Management, PO Box 337, Newport Beach, CA 92660, (877) 859-1450.

- 1. If a refund of funds or closure of the Customer???s account with RAM is requested, we will refund the Customer???s funds, less any applicable fees, within five (5) business days. The refund will be by ACH to the Customer bank account on file with RAM at that time, or if ACH payment is unavailable, then by check to the Customer.
- 2. The Customer hereby authorizes RAM to provide the Services by debiting funds from a bank account designated by Customer via an Automatic Clearing House (ACH) Authorization and to deposit and hold those funds in RAM's trust account in accordance with this Signup Agreement. These debits are for the purpose of satisfying the terms of debt settlements negotiated by the Customer???s DSC, paying fees to RAM as agreed, and paying fees to Customer??s DSC.
- 3. RAM does hereby inform, and the Customer acknowledges, that RAM does not provide any financial counseling of any kind, including debt repayment or reduction planning, debt management, counseling, budget planning, debt adjusting, altering or negotiation services and, further RAM will not act as intermediary between Customer and his/her creditors for those purposes, or provide any other similar assistance to Customer in settling or adjusting any debt with Customer's creditors.
- 4. Customer further acknowledges that RAM does not provide or perform the services of the DSC or the DSC???s business partners for the for payment of Customer's bills, invoices or accounts or any other distribution of Customer's funds among specified creditors under a plan. RAM is not responsible for any:
- ??? Of the terms or services of the contract between Customer and its DSC.
- ??? Performing any act not expressly set forth in the Signup Agreement.
- ??? The Customer's failure to make full payments when due or to perform under fully under the contract between Customer and its DSC.
- ??? Or for taking any legal or other steps to enforce collection of payments.

RAM's responsibilities are expressly limited to those set forth in the Signup Agreement. The DSC does not have any right or authority whatsoever to act as agent or representative or otherwise on behalf of RAM, or to direct or control the actions of RAM. Customer specifically acknowledges and agrees that RAM is not bound by the terms of the contract between the Customer and its DSC. Customer agrees to release RAM and its officers, directors, agents and employees from any and all claims, demands and damages arising out of a dispute between Customer and their DSC or Customer's creditors. Nothing contained in the Signup Agreement will replace, modify or amend the terms of the contract between the DSC and their Customer, to which RAM is not a party. In the event of a conflict between the DSC and Customer, RAM is only responsible for the services it provides as related to the schedule of payments and fees in the Signup Agreement.

Customer and their DSC understand and agree that neither has any right or authority to direct or control the actions of RAM beyond the limited undertakings as detailed in Agreement.

- 5. RAM will provide viewing access of the Account???s status and transaction history by a password protected Website that employs Secure Socket Layering (SSL) technology. When RAM has received an approved Signup Agreement, RAM will send the Customer a letter which will contain your RAM username and temporary password in order to access this information on RAM's Website. The Terms of Use will be posted on the Website and which may change from time to time.
- 6. RAM shall not be bound by the Signup Agreement and no contract will exist until RAM acknowledges acceptance, renders for Customer any of the Services subscribed for herein, or otherwise indicates its acceptance. The Signup Agreement shall be deemed to have been accepted, if at all, by RAM in the State of California. The Signup Agreement will be governed by the laws of the State of California. Any and all legal action must be transacted or brought in a court located in the State of California.
- 7. RAM will be responsible only for the exercise of ordinary care in providing Services in accordance with the Signup Agreement and shall be released from all further liability. In no event will RAM be liable for any act or omission of any third party, including, but not limited to, Customer's financial institution, any payment system, any third party service provider, any provider of telecommunications services, internet access or computer equipment or software, any mail or delivery service or any payment or clearing house system or for any circumstances beyond RAM's control (including but not limited to, fire, flood or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, infiltration or hacking by a third party, or failure or interruption of electrical, telecommunications or other utility services).

# Case 4:18-cv-00806-SBA Document 104-2 Filed 04/19/18 Page 5 of 5

- 8. Under no circumstances will Customer be entitled to receive any consequential, incidental or punitive damages or any sort against RAM. Except as related to the schedule of payments, RAM's responsibilities are limited to those detailed in the Signup Agreement, including any addendums or modifications made in compliance with other provisions of the Signup Agreement, or in these Terms and Conditions.
- 9. If RAM receives notification of Bankruptcy for a Customer of DSC, RAM may immediately notify DSC, cease all debiting of Customer???s designated account and return the funds held in the Account to the Consumer.
- 10. RAM shall hold any funds it collects after receiving notice of the death of a Customer in a non-interest bearing trust account, without liability. The funds will be paid out only when RAM, in its sole discretion, has sufficient documentation to establish rightful ownership.
- 11. Either party may terminate the Signup Agreement. Customer may cancel the Signup Agreement as described therein. RAM may suspend or terminate the Signup Agreement at any time. RAM will attempt to provide you with prior notice of the suspension or termination of the Services, but is not obligated to do so. Regardless of the who terminates the Signup Agreement, RAM will provide a final accounting ledger to Customer and return remaining funds in the Account to Customer and RAM's duties shall terminate. Customer will be responsible for fees for Services rendered prior to termination. RAM may refuse to complete any transaction that it has reason to believe is unauthorized or made by someone other than Customer, may violate any law, rule, or regulation, or if RAM has reasonable cause not to honor it.
- 12. RAM may assign the Signup Agreement to any current or future affiliated company and to any successor in interest. RAM also may delegate certain rights and responsibilities under the Agreement to independent contractors or other third parties. Customer may not assign the Signup Agreement to any other person or entity.
- 13. The Signup Agreement constitutes the entire understanding of Customer and RAM. In the event any provision of the Signup Agreement is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 14. In the event of a dispute or conflicting instructions from the Customer and their DSC, RAM shall have the right to seek legal remedies and to do any or all of the following: (1) Discontinue services until dispute or conflict is resolved; (2) Terminate the Signup Agreement and return the funds with an accounting to the appropriate party; or (3) Begin an interpleader action in court, thereby absolving RAM from all further obligation or liability under this Agreement. Customer and their DSC jointly and separately agree to indemnify and hold RAM harmless for any costs, damages, attorney fees, collection agency fees, employee time, expenses, and liabilities sustained in connection with servicing this account, including any arising court actions or interpleader actions. Customer and their DSC also jointly and separately agree to pay RAM upon demand for said items.