



The United States Organizations for Bankruptcy Alternatives

U.S.O.B.A. Membership Agreement

INIT.

1. Terms of Membership

By joining USOBA, **you are committing to a one-year membership for the price of \$4800.00 USD.** For your convenience, we are allowing monthly installments of \$1500 for the first month and \$300 for the remaining months for this one-year membership. **If at any time you wish to cancel your membership, the remaining balance on your account MUST BE PAID IN FULL.** No refunds or credits will be made under any circumstances regardless of changes to the business or corporate structure of either the member or USOBA, this includes but is not limited to dissolutions or mergers.

2. Federal Trade Commission Compliance Requirement

USOBA members will operate under a business model that does not charge consumers an advanced fee by adhering to the prohibitions set forth below by the Federal Trade Commission:

Requesting or receiving payment of any fee or consideration for any debt relief service until and unless:

- (A) the seller or telemarketer has renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer;
- (B) the customer has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the customer and the creditor or debt collector; and
- (C) to the extent that debts enrolled in a service are renegotiated, settled, reduced, or otherwise altered individually, the fee or consideration either:
 - (1) bears the same proportional relationship to the total fee for renegotiating, settling, reducing, or altering the terms of the entire debt balance as the individual debt amount bears to the entire debt amount. The individual debt amount and the entire debt amount are those owed at the time the debt was enrolled in the service; or
 - (2) is a percentage of the amount saved as a result of the renegotiation, settlement, reduction, or alteration. The percentage charged cannot change from one individual debt to another. The amount saved is the difference between the amount owed at the time the debt was enrolled in the service

3. UCAP Permission

It is a requirement that all members of USOBA participate in the USOBA Compliance Audit Program. By signing this membership agreement, USOBA is authorized to contact representatives from the member company to evaluate their compliant practices in communications with consumers. These calls may be monitored and recorded. An evaluation will also be conducted on company websites. The results of the UCAP audits and evaluations will be provided to member company representatives for review and corrective action. Failure to remain in compliance with UCAP protocols and requirements will result in suspension and/or termination. A copy of UCAP compliance requirements is provided in this packet and can be requested at any time by contacting USOBA.

4. Required Consumer Disclosures

All of USOBA's required disclosures must be provided to all qualifying consumers and proof of acknowledgment and understanding by consumers must be evident through initialing next to each disclosure and providing a full signature at the bottom of each company's disclosure agreement. Consumer disclosures may be disseminated by using USOBA's Required Disclosures document or may be inserted in the member company's contract. In either form, signature confirmation of acknowledgment and understanding is required. A copy of the USOBA Required Disclosures is provided in this packet and can be requested at any time by contacting USOBA.

5. Conference Registration

A change of registration for an attendee is allowed only during the early bird and regular registration period. ANY registration occurring during late registration is subject to the late registration fee.

6. License Agreement for USOBA Logo

The USOBA logos and name are the property of the United States Organizations for Bankruptcy Alternatives ("USOBA") but may be used by USOBA members in good standing in accordance with the terms and conditions set forth below. Use of one or more of the logos shall constitute consideration for, agreement to, and acceptance of, the terms and conditions of this license by the user. User agrees to the following:

- (a) The attached USOBA logos (the "logos") are registered with the U.S. Copyright Office and are the sole and exclusive property of USOBA. These logos may not be used by provisional members and may be used only by USOBA members in good standing, if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. These logos may not be distributed or sublicensed to any individual, corporation, agency, association, partnership, affiliate, subsidiary, or other entity without the specific prior written consent of USOBA. Any failure by a user to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions and legal remedies imposed by USOBA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance with them, shall be made by USOBA in its sole discretion.
- (b) The logos may be used in a professional manner on the user's business cards, stationery, literature, internet web sites, store-front window, or in any other comparable manner to signify the user's membership in USOBA. The logo may never be used independent of the term "MEMBER". Notwithstanding the foregoing, the logos may not be used in any manner that, in the sole discretion of USOBA: discredits USOBA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between USOBA and the user, including but not limited to any use of the logos that might be reasonably construed as an endorsement, approval, sponsorship, or certification by USOBA of the user, the user's business or organization, or the user's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the user's products or services.
- (c) Use of the logos shall create no rights for users in or to the logos or their use beyond the terms and conditions of this limited and revocable license. The logos shall remain at all times the sole and exclusive intellectual property of USOBA. USOBA shall have the right, from time to time, to request samples of use of the logos from which it may determine compliance with these terms and conditions. Without further notice, USOBA reserves the right to prohibit use of the logos if it determines, in its sole discretion, that a user's logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit USOBA or tarnish its reputation and goodwill, or the user is not an USOBA member in good standing.
- (d) The USOBA logos may not be used without certification of the following:

- (i) **All applicable web pages must list physical address and phone number.**
 - (ii) All applicable web pages must be registered with a domain registrant that publicly publishes the registrant's physical address and phone number.
 - (iii) All consumers that the organization contracts with must have gone through a reasonable budget analysis to determine appropriateness for debt negotiation.
 - (iv) No commissions or compensation shall be paid based solely on the outcome of any analysis to determine appropriateness for debt negotiation.
 - (v) All work with consumers must be based on a written contract.
 - (vi) Agency must advise consumers that are not appropriate for debt negotiation of other available resources including bankruptcy and credit counseling (may not apply to back office providers).
 - (vii) **Use of the logo must not imply endorsement of the organization, its services or affiliations.**
 - (viii) All contracts with consumers shall disclose the full legal name, state of incorporation and legal address of the organization.
 - (ix) All of USOBA's required disclosures must be provided to all qualifying consumers and proof of acknowledgment and understanding by consumers must be evident through initialing next to each disclosure and providing a full signature at the bottom of each company's disclosure agreement.
 - (x) **All applicable advertising, including web pages, shall not use any unfair or deceptive representations, inducements or other communications.**
 - (xi) The logo shall not be used in any electronic mail advertising without express written approval from a USOBA representative.
- (e) **Any use of the USOBA logo in any advertisement, Internet web page or Internet web site shall be noticed to USOBA by sending a copy of the advertising or URL location in writing to USOBA at 3402 Lemon Tree Lane, Houston, TX 77088 or by electronic mail to memberservices@usoba.org.**
- (f) This license and the enforcement and interpretation of this license agreement is subject to the laws of the State of Texas. The user hereby consents to the exclusive jurisdiction and venue of the courts, tribunals and agencies located in the State of Texas for any dispute arising from use of the logos.
- (g) Any questions concerning use of the logos or the terms and conditions of this license should be directed to USOBA at 877-76-USOBA (87622) or in writing to USOBA at 3402 Lemon Tree Lane, Houston, TX 77088, or by electronic mail to memberservices@USOBA.org.

7. Payment

All amounts payable must be paid in full in United States Dollars (USD). Standard Membership may be paid in full by check or in monthly installments. A \$15 insufficient fund fee will be applied to each returned, refused or declined payments. If any payments are returned, refused or declined, and not resolved within 15 days of notification of deficiency, the membership will be considered suspended and membership will not be confirmed with USOBA. Furthermore, if two consecutive payments are returned, refused or declined, membership will be considered terminated due to non-payment. **To**

reinstate membership, the balance of membership dues for the year must be paid in full and any amount owed will be treated as overdue and we will be entitled to immediately cease attempted collection of monthly installments and bill for the full amount due on your yearly membership.

8. Cancellation Rights

No refunds or credits will be made on membership dues or conference purchases. If at any time you wish to cancel your membership, the remaining balance on your account **MUST BE PAID IN FULL.**

9. Attorney's Fees

Legal or equitable remedies may be sought in order to enforce the terms of this agreement. In the event that litigation or other dispute resolution is required to enforce the terms of this agreement, the prevailing party in said litigation or other proceeding shall be entitled to an award of reasonable attorney fees and costs incurred.

10. Entirety of Agreement; Severability; Modifications

This is the entire agreement between parties. All prior oral or written understandings have been incorporated into this agreement. If any provision of this agreement is deemed to be unenforceable, said provision shall be deemed stricken from the agreement, and the remainder of the agreement shall remain in full force and effect to the extent possible. Any modifications to this agreement shall be in writing, and shall be subscribed to by all parties.

11. Contact

If you have any questions concerning any part of these Terms and Conditions, please contact us by email: memberservices@usoba.org.

I am authorized to accept this license on behalf of the company indicated below and accept the terms and conditions of this License of USOBA Logos to Members:

Company:

Physical Address:

City: _____ **State:** _____ **Zip:** _____

Website:

Contact Name:

Title: _____ **Phone:** (____) ____ - _____ **Email:**

Return this agreement to USOBA with copies of the following items within 45 days of membership registration. **Membership with USOBA is provisional until the required documentation has been**

submitted and approved.

- Notarized certification by legally responsible party confirming adherence to the Federal Trade Commission Compliance Requirement as outlined in number two (#2) of this agreement. Members must use the verbiage and instructions included in this packet. A copy of the required verbiage is provided in this packet and can be requested at any time by contacting USOBA.
- Copies of all web pages using or intending to use the USOBA logo.
- Verification that all applicable web pages are registered with a domain registrant that publicly publishes the registrant's physical address and phone number.
- Copy of the budget analysis used for consumers that the organization contracts with to determine appropriateness for debt negotiation.
- All written contracts used with consumers.
- Copy of USOBA required consumer disclosures. This may be in original format as provided by USOBA or may be included in company contract.
- Copy of notice used to advise consumers that are not appropriate for debt negotiation of other available resources for debt assistance.

Client's Signature

Date

BY SIGNING THIS, I UNDERSTAND THAT UPON DAY ONE OF MEMBERSHIP, I OWE THE FULL \$4800. IF I BECOME INACTIVE, VIOLATE USOBA POLICIES THAT RESULT IN TERMINATION OF MEMBERSHIP, RESIGN MY MEMBERSHIP OR IN ANY WAY CAUSE THE TERMINATION OF MY USOBA MEMBERSHIP, I AM STILL RESPONSIBLE FOR THE FULL CONTRACTED AMOUNT OF \$4800. I UNDERSTAND THAT NON-PAYMENT, CHARGE BACKS AND LACK OF COMMUNICATION WILL BE A VIOLATION OF MY CONTRACT WITH USOBA AND MAY RESULT IN USOBA TAKING LEGAL ACTION TO RECOVER MONIES OWED TO THEM.

The United States Organizations For Bankruptcy Alternatives

USOBA Compliance Audit Program - UCAP

Overall Grade Requirements

Member companies **MUST** score a grade of 'Meets Requirements' or higher on all required topics to successfully pass a UCAP call.

USOBA

2864 Antoine Drive
Houston, TX 77092

Phone: 281-888-3979

Fax: 713-456-2837

E-mail: info@usoba.com

How it Works:

For New Members:

A new member company will be called **twice** in the **first 45 days** following application for membership or membership renewal. During this 45-day period, the company is granted **provisional** membership. ***The member company must pass both calls to receive full membership status.*** If a company does not successfully pass a UCAP call during provisional status, its membership will be suspended. A company whose membership has been suspended **must pay a fee of \$200** to cover the expense of repeating the audit calls.

If the company does not successfully pass during the suspension period, USOBA will review the nature of the infractions and determine appropriate corrective action, up to membership termination.

A company terminated due to unsuccessful completion of UCAP calls can notify USOBA of all corrective action taken and reapply for USOBA membership in **30 days**.

For Current Active Members:

A current member company will be called **periodically** during their membership. If a company does not successfully pass a UCAP call, it has **14 days to submit a formal response with corrective action and must pass an additional call.**

If the company does not successfully pass the second call, its membership will be suspended. A company whose membership has been suspended **must pay a fee of \$200 to repeat the UCAP calls and pass them successfully.** If the company fails again, its membership will be terminated.

A company terminated due to unsuccessful completion of UCAP calls can notify USOBA of all corrective action taken and reapply for USOBA membership in **30 days**. All documentation must be resubmitted and approved by USOBA.



COMPANY INFORMATION

Name Of Company: _____ Agent Name: _____
 Date: _____ Time: _____

REVIEW GUIDELINES

The overall results of our audit are: = **PASS** = **FAIL**

The rating descriptions are:

= *Unsatisfactory (never disclosed, deceptive or dishonest)* = *Needs Improvement (misleading or evasive response)*
 = *Meets Requirements (disclosed with prompting)* = *Exceeds Requirements (disclosed with no prompt)*

EVALUATION

	(5) = Non Applicable	(4) = Exceeds Requirements	(3) = Meets Requirements	(2) = Needs Improvement	(1) = Unsatisfactory
Disclosed ALL fees and administration timeline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disclosed possible negative credit impact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disclosed possibility of lawsuit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disclosed continuing creditor calls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disclosed possibility of tax consequence after settlement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disclosed that no payments will be made until a settlement offer has been reached and reviewed by you (the consumer) (delinquencies may lead to increased interest rates, fees and penalties)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Estimated timeframe to initial creditor contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explained quote as estimate only with possibility for higher or lower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addressed legal questions appropriately based on business model	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



The United States Organizations for Bankruptcy Alternatives

U.S.O.B.A. Required Standard Disclosures

As a member of the United States Organizations for Bankruptcy Alternatives (USOBA), **COMPANY NAME** [hereinafter "We"] regularly receive and have access to support and information regarding best practices in the debt settlement services industry. This includes information about state and federal laws, best marketing practices, consumer protection and more. As a USOBA member company, we are committed to providing the best possible customer care experience. **If you, as a customer of a USOBA member company, would like to contact USOBA regarding your experience with us, please feel free to do so by calling 877-76-USOBA or emailing us at info@usoba.org.**

Following a debt resolution plan requires a long-term commitment from both you and us. It is important that you realize that there are potential benefits and potential obstacles to successfully completing any program.

Please take a moment to review the following disclosure document because it is important that you understand each item listed. Please request further explanation if you need clarification regarding any disclosure included in this document.

By initialing each item below, you are attesting that We fully explained each disclosure listed, you were provided time to review each disclosure, and you understand each disclosure.

(1) PROGRAM SELECTION AND ALTERNATIVES. We determine your eligibility for a debt settlement program, but we do NOT evaluate your unique credit and debt situation to determine the best debt relief option for you. It is your responsibility and choice to evaluate and determine which option is best for you.

(2) CREDIT RATING IMPACT. While participating in a debt settlement program, your credit score may be negatively impacted. Your credit report may reflect the fact that you have ceased paying your creditors.

Furthermore, upon completion of a debt settlement program a debt settled for less than the full amount of the amount owed may result in a negative notation on your credit report. Please visit www.myfico.com for further information about credit ratings.

(3) TAX LIABILITY. If you settle a debt with a creditor for less than the full amount of that debt, you may have to pay income taxes on the amount the debt was reduced for settlement. We are neither able to provide assistance with the completion of your tax return, nor advise how you should or should not treat income tax payable on debt that has been forgiven through a debt settlement program. We do recommend, however, that you consult with a tax advisor to guide you through this process and determine if you qualify for exemption. More information and links to the *Bankruptcy Tax Guide, IRS Form 982 and Reduction of Tax Attributed to Discharge of Indebtedness* is available at www.irs.gov.

(4) CREDITOR COLLECTION ACTIVITY. While you are enrolled in a debt settlement program, late fees, penalties, and interest will likely continue to accrue on your debt until your creditor accepts a settlement offer and the settlement is completely satisfied as agreed. If negotiations are unsuccessful, you may be responsible for payment of the entire new balance.

Taking the time to understand the benefits and the risks involved with a debt settlement program will provide you with knowledge that can help to ensure your debt settlement program will be successful. As with any debt resolution, there are no 100% guarantees as there are factors that may be beyond your control and the control of your service provider. Open communication with your service provider is essential; please update your service provider as soon as any pertinent information regarding your financial situation, your personal contact information or changes in the status of your enrolled accounts.

BY SIGNING BELOW, YOU ARE STATING COMPANY NAME HAS EXPLAINED, AND THAT YOU UNDERSTAND, THE AFFORE MENTIONED DISCLOSURES.

Client's Signature

Date

Co-Client's Signature

Date

If you do not or cannot remit your monthly minimum payment, you will be in default of your agreement with your creditor(s) resulting in an increased interest rate. If you do not or cannot pay your monthly minimums for one credit card, that may cause a default in your other credit cards subjecting you to a higher default interest on those credit cards.

Participation in a debt settlement program, like any failure to pay creditors on time, will likely increase collection activity, including increased phone calls and correspondence from the creditor or debt collector.

By failing to pay creditors in accordance with the terms of the contractual agreements with those creditors, you may be in violation of the agreements with those creditors, which may result in litigation. If a judgment has been obtained, a creditor may garnish your wages or seize any available assets or property. State laws regarding judgments vary. Please consult an attorney licensed to practice in your state regarding possible judgment consequences.

(5) NO SPECIFIC REDUCTION GUARANTEED. We cannot guarantee that your debt will settle for any particular percentage within any particular time period, or that we will be able to settle any of your accounts at less than full value.

Any individual creditor may use a number of different criteria in determining that creditor's willingness to settle a debt or the amount acceptable in settlement, including, but not limited to the amount of the debt, the current status of the debt, the reasons you are seeking debt settlement, the debt settlement program, the type of debt, and the amount of your disposable income.

(6) LEGAL ADVICE. Under no circumstances have or will we provide you legal advice.

(7) FEE LIABILITY. You may terminate the program at any time, but you may be liable for fees already earned for services performed under the terms of your agreement with us.

(8) FUNDING RESPONSIBILITY. You understand that we cannot and will not settle any debt without your authorization and it is your obligation to fund any settlements negotiated by us. We cannot and will not make any payments of any debts on your behalf.

(9) POSSESSION OF FUNDS. You understand that we will not take possession or control of any of your funds, other than receiving fees owed to us under the terms of our agreement with you. You or your designee is responsible for depositing and transferring any funds that are required for any settlements and for payment of our fees under the terms of your agreement with us.

(10) THIRD PARTY OBLIGATIONS. If you are using a third party designee to transfer, deposit, withdraw or disburse funds, you may be subject to paying additional fees to the third party designee, if any, for handling your transactions. We may provide you information and forms from companies and/or banks that can act as your designee, but your use of a designee and your agreement with such a designee is separate from your agreement with us.

COMPANY NAME: COMPANY NAME

ADDRESS: ADDRESS

CITY, STATE ZIP CODE

PHONE NUMBER: PHONE NUMBER

EMAIL ADDRESS: EMAIL ADDRESS

Notarized Certification Requirements

Each state has different requirements, templates and guidelines regarding notarized documents. Please utilize the proper format outlined by your state for notarized documents. In addition to the information prescribed by the state, you must utilize the following statement in its entirety and without additional provisions inserted.

This statement must be notarized by a person legally providing notary services in your state.

Required Verbiage:

I, ___(Your Name)_____, attest that I am authorized to enter this contract on behalf of, ___(Company Name)_____, and further attest that I am responsible for our compliance to the provisions outlined in the USOBA Membership Agreement.

I affirm that ___(Company Name)_____ will abide by all terms, provisions and prohibitions outlined in the USOBA Membership Agreement, including adherence to Federal Trade Commission Rule guidelines referred to therein.



Member Credit Card Authorization Form

U.S.O.B.A. Inc.
3402 Lemon Tree Lane
Houston, TX 77088

www.usoba.org
Phone: (877) 76-USOBA
Fax: 713-456-2837

I, _____, hereby authorize United States Organizations for Bankruptcy Alternatives, Inc. (USOBA), to charge my credit card/bank account in the amount of:

Membership Only:

- Membership in Full (\$4800.00)*
- Membership Payment Plan Option #1 -
12 Monthly Installments (1st at \$1500.00 & 11 at \$300.00/Mo)*
(Commitment to Full \$4800 Membership Fee)
- Membership Payment Plan Option #2 – 4 Monthly Installments (\$1200.00 /Mo for 1st 4 Months of Membership)*
(Commitment to Full \$4800 Membership Fee)

Others:

- Conference Only: Amount: _____
- Policy Partner Membership: Amount: _____ for _____ Months
(Membership + *Minimum* of \$1200 in Full or \$100 Monthly for Duration of Membership)
- Donate to Legislative Fund: _____
- Pay Balance: Amount _____ Invoice #: _____

Method of Payment:

- VISA Debit VISA Credit MasterCard Debit MasterCard Credit AMEX Discover E-Check

Credit Card Number: _____

Expiration Date: ____/____/____ VID Code: _____ (3-digit code on back of card or 4-digit code on front for AmEx)

Bank Account Number: _____ Routing Number: _____
(Please Contact Bank for Specific E-Check Routing Number)

Billing Address:

Company: _____

Accounting Contact: _____ Direct Phone: (____) _____ - _____

E-Mail: _____ Fax: (____) _____ - _____

Street: _____

City: _____ State: _____ Zip: _____

Cardholder's Printed Name

Cardholder's Signature

____/____/____
Date

As the credit card holder, I also authorize USOBA, Inc to charge my credit card for future payments, stated above, and approved by me. Your completion of this authorization form helps us to protect you, our valued customer, from credit card fraud. USOBA, Inc. will keep all information entered on this form strictly confidential.

* For your convenience, we are allowing monthly payments for this one year membership. If at anytime you wish to cancel your membership, the remaining balance on your account MUST BE PAID IN FULL. No refunds or credits will be made on membership dues or conference purchases. No refunds or credits will be provided if you elect not to attend conferences that are paid for as part of upgraded membership.