

## SERVICE AGREEMENT

Please read this Agreement carefully as it is a legally binding contract. This Agreement defines our relationship, and limits our obligations to you. No sales representative may alter the terms of this Agreement through any verbal statement or promise. Please do not sign this Agreement unless you understand and agree to every term. If you have questions about any part of it, please call 1-800-685-2804.

This Agreement ("Agreement") is entered into and effective as of \_\_\_\_\_ by and between Achieve Financial Security LLC, ("AFS") dba Achieve Security, a Florida Company, license number TC 2982 with principal offices located in Jacksonville, FL, and \_\_\_\_\_, ("Client") collectively referred to as the "Parties".

- 1. Scope of the Agreement:** AFS agrees to provide Client debt settlement services for those unsecured debts detailed on the attached Creditor List.
- 2. Client Responsibilities:** Client acknowledges: (1) enrolled debt is not secured by collateral; (2) Client will save funds to pay settlements; (3) Client will submit address/telephone changes to and respond to all AFS communications within five days; (4) Client will consider all reasonable settlement offers; (5) Client will review the AFS Privacy Policy at [www.achievesecurity.com](http://www.achievesecurity.com); and (6) Client will timely pay all fees.
- 3. Authority of AFS:** Client authorizes AFS on his/her behalf to: (1) negotiate settlements; (2) disclose Client information to creditors including, but not limited to income, debts, and location information; (3) obtain financial information from creditors or credit reporting agencies; and (4) provide contact information to third-parties unless Client opts out in accordance with the AFS Privacy Policy.
- 4. Settlements:** AFS will inform Client of all reasonable settlement offers. Client may accept or reject any offer and must have sufficient funds available before any offer can be finalized.
- 5. Special Purpose Account:** Client, at his/her option, may deposit funds in a FDIC insured bank account ("Special Purpose Account") managed by a third-party administrator. The account facilitates payment of settlements and Client is responsible for all account fees. AFS does not receive or obtain interest, if any, earned or accrued on the funds held in Client's Special Purpose Account or other client account used for savings. AFS is solely entitled to any and all fees to be paid pursuant to the terms of this Agreement and does not earn any part of those fees from any interest paid on Client's savings.
- 6. Payment of Fees:** Client agrees to pay a settlement fee equal to 15% of each enrolled debt that will be charged at the time a settlement is reached with that creditor. Cumulative fees collected will never exceed 15% of enrolled debt. Client understands that AFS will collect its fees by ACH direct debit transfer from Client's designated account, processed in accordance with the attached Special Purpose Account Application. Client also understands the Special Purpose Account administering bank will charge an additional servicing fee in accordance with their account application and policies.

**7. Termination:** Either party may terminate this Agreement at any time by providing written notice to the other party. Client understands AFS may terminate the Agreement if Client fails to: (1) save Settlement Funds; (2) pay negotiated settlements; (3) promptly pay fees; (4) disclose or misrepresent any material facts; or (5) follow AFS advice.

**8. Indemnification and Release:** Client understands the accuracy and truthfulness of information provided is the sole responsibility of Client and AFS has a right to rely on its accuracy and truthfulness. Client agrees to indemnify and hold AFS harmless from any liability/damages incurred if AFS acts in reliance on false or misleading information. Such liability or damages shall include indemnification for attorneys' fees and out-of-pocket costs. Client acknowledges, by signing below, that Client releases AFS from any and all claims and causes of action which Client may have now or in the future against AFS, its members, officers, directors, employees, independent contractors, representatives or agents which relate in any way to its efforts to negotiate debt or Client's failure to make full and timely payment to his/her creditors.

**9. Dispute Resolution:** In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the termination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Jacksonville, Florida or in the county in which the consumer resides, in accordance with the laws of the State of Florida. The parties agree, 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 claim, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of arbitration, including attorney's fees, equally. If the consumer's share of the cost is greater than \$1000.00, the company will pay the consumers share of costs in excess of that amount. 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.

**10. Disclosures:** By signing below Client acknowledges the following:

- a. Your projected settlement amount, monthly savings and program length were based upon and reflect the minimum amount estimated to reach your goal. Actual amounts and time may vary based on creditor actions and other factors, including adherence to your savings schedule.
- b. AFS cannot force negotiations or force creditors to accept a settlement. AFS does not make regular payments to your creditors. Your creditors may continue collection efforts while you are enrolled in this program. Such collection efforts can include telephone calls, sending accounts to collection agencies or attorneys, lawsuits and judgments.

- c. Your program assumes an effort that will continue for many months. The time needed to produce a settlement depends on a number of factors, including your financial hardship, account age/balances, funds available to pay settlements and the willingness of creditors to negotiate. While no guarantees can be given, generally your faster savings will provide you the opportunity to accept greater balance reductions.
- d. You are unable to meet minimum monthly payments to creditors. If you do not make required minimum payments, credit bureaus will report your accounts as delinquent, charged-off or past due. Your creditor may raise interest rates, impose penalties and your balance may grow. If your balance is negotiated, your credit report may comment the account was “settled for less than the full amount”. A debt settlement program may adversely affect your credit score. Debt settlement does not repair your credit.
- e. When a creditor settles your debt, a savings of \$600 or more may be reported to the IRS as discharge of indebtedness income. This income is not taxable if you are insolvent and attach Form 982 to your tax return. You should consult a tax advisor or IRS Publication 908 for more information.
- f. We can determine your eligibility for a debt settlement option, but we are not attorneys, nor a law firm which can determine your eligibility for other debt options according to your unique credit and debt situation. Those options may include credit counseling, bankruptcy, or working directly with your creditors. It is your choice and responsibility to determine which option is best for you.

**11. Amendments:** Any modifications, changes or amendments to this Agreement shall not be valid or binding unless in writing and signed by both the Client and AFS.

**You are not obligated to pay any money unless you sign this contract and return it to AFS. By signing below I acknowledge that I have read and understand the terms and conditions of this Agreement. I further acknowledge that I have had the opportunity to ask questions and that the program has been explained to my full satisfaction.**

Achieve Financial Security, LLC



By, Its President

Client

\_\_\_\_\_  
Signature Date \_\_\_\_\_

Client (if joint account)

\_\_\_\_\_  
Signature Date \_\_\_\_\_