

**HOMEOWNER COUNSELING AGREEMENT
AND
SERVICES AND REFERRAL DISCLOSURE
AND
AUTHORIZATION TO OBTAIN AND RELEASE INFORMATION**

Counseling Agreement

Borrower(s) acknowledge that Alliance Credit Counseling, Inc. ("Alliance") is a Department of Housing and Urban Development ("HUD") approved housing counseling agency. Borrower(s) voluntarily seek Alliance's assistance in maintaining homeownership. In doing so, Borrower(s) will provide all of the requested/required documents associated with this homeownership counseling experience.

Borrower(s) agree to actively participate in homeowner counseling through required appointments, whether in-person or via telephone, to provide requested documents within the established timeframe, and to supply Alliance with true and accurate information to the best of Borrower(s) knowledge.

Borrower(s) understand that Alliance cannot guarantee any particular outcome. During counseling, Borrower(s) will receive a written action plan consisting of customized recommendations for handling personal finances and homeownership. This counseling may also include referrals to other agencies as appropriate.

Initials: _____

Services and Referral Disclosure

Alliance may make you aware of products and/or services that we believe offer value to our clients.

These products and/or services might be available directly from Alliance, lenders, developers, or other agencies with which Alliance has a working relationship. You are under no obligation to use the products and/or services identified by Alliance, whether by us or from industry partners.

Other Services provided by Alliance: Reverse Mortgage Counseling, Debt Management Program, Homebuyer Education Counseling, Bankruptcy Counseling.

Initials: _____

Authorization to Obtain Information

Borrower(s) authorize Alliance to obtain, review and verify information concerning Borrower(s) income/employment history, bank records, rental history, credit history, and any other items necessary as they relate to foreclosure mitigation and homeowner counseling.

Initials: _____

Authorization to Release Information

Borrower(s) understand that personal information may be used for the purpose of program monitoring, compliance, and evaluation by the National Foreclosure Mitigation Counseling ("NFMC") program, HUD, NC Housing Finance Agency, and other government agencies.

In addition, Borrower(s) ☐ authorize ☐ do not authorize for the NFMC Program administrator and or their agents to communicate with me for the purposes of program evaluation.

In addition, Borrower(s) ☐ authorize ☐ do not authorize Alliance to share provided information with mortgage lender(s), servicer(s) and/or counseling agencies, including any computations and assessments associated. Borrower(s) are aware that these lenders, servicers or counseling agencies may contact me to discuss loans, options, and services.

In addition, Borrower(s) authorize mortgage lenders, servicers and/or counseling agencies to release information to Alliance so that they may assist in maintaining homeownership. Alliance does not influence any decisions made by mortgage lenders, servicers, and/or counseling agencies, nor does it warrant or guarantee any products or services they provide. Alliance may receive funding from government organizations and others, including Borrower(s) creditors.

Initials: _____

Authorization to Release Information to Legal Services

Borrower(s) do hereby authorize Alliance to release any and all information from Borrower(s) files to Legal Services of Southern Piedmont. Borrower(s) further authorizes Counselor to speak with any representative of the Legal Services of Southern Piedmont regarding all aspects of Borrower(s) case.

The confidentiality of Borrower(s) non-public personal information will be maintained in accordance with applicable federal and state privacy laws including N.C.G.S. 45-106. Borrower(s) acknowledge that this authorization will remain in effect until legal assistance ceases or until this authorization is withdrawn by written notice to Alliance. This authorization will not be valid unless signed below by each and every named Borrower.

Initials: _____

NFMC Funding Requirements Authorization

Borrower(s) understand that Alliance provides foreclosure mitigation counseling. During counseling, Borrower(s) will receive a written action plan consisting of recommendations for handling finances. This counseling may also include referrals to other agencies as appropriate.

Borrower(s) understand that Alliance receives Congress-authorized federal funds through the National Foreclosure Mitigation Counseling (NFMC) program is required to share some of Borrower(s) personal information with the NFMC program administrators or its agents. Borrower(s) personal information will be used for the purposes of program monitoring, compliance, and evaluation.

Borrower(s) authorize Alliance to submit client-level information to the Data Collection System for the NFMC grant and I authorize NFMC program administrators to open files to be reviewed for program monitoring and compliance purposes.

Initials: _____

Foreclosure Mitigation Counseling Certification

Borrower(s) agree that while receiving foreclosure prevention counseling services from Alliance, Borrower(s) **will not seek** similar assistance from another counseling agency receiving NFMC program funding from NeighborWorks America. If Borrower(s) **have received** any foreclosure prevention services from any counseling agency since January 1, 2013, Borrower(s) agree to disclose this information to Alliance.

Borrower(s) are providing the following information for the purpose of receiving counseling services from Alliance, who is receiving NFMC program funds from NeighborWorks America.

Place a check mark *only* on the line preceding the one statement below that applies to you:

☐ Since January 1, 2013, Borrower(s) have not received any foreclosure prevention counseling services from another counseling agency.

OR

☐ Since January 1, 2013, Borrower(s) have received foreclosure prevention counseling services from

(name of other counseling agency).

Initials: _____

Privacy Policy Receipt

Borrower(s) acknowledge receipt of Alliance's Privacy Policy. Borrower(s) understand that consent may be revoked by notifying Alliance in writing.

Initials: _____

Borrower Acknowledgement and Acceptance

I acknowledge I have read and understood the contents of this agreement, and have been given full opportunity to discuss the implications of this consent of my own free will. I hereby accept and give my consent.

Date

Borrower's Name (Print)

Borrower's Signature

Date of Birth

Social Security Number

Borrower Acknowledgement and Acceptance

I acknowledge I have read and understood the contents of this agreement, and have been given full opportunity to discuss the implications of this consent of my own free will. I hereby accept and give my consent.

Date

Borrower's Name (Print)

Borrower's Signature

Date of Birth

Social Security Number

Lender Information

Lender Name

Loan #

Lender 2 Information

Lender Name

Loan #

Alliance Privacy Policy

You are receiving this statement to comply with federal laws regarding the disclosure of nonpublic information. Alliance is committed to fully protecting and preserving the privacy of its clients. For your protection, please take a few moments to read this statement.

As part of our commitment to your privacy, Alliance will only disclose the information that it must in order to serve you in the most effective manner possible. Hence, Alliance will not distribute client information to third parties, except where it is necessary to perform quality services for its clients, as described below.

This Applies To

This statement applies to those individuals who have applied for credit counseling assistance, have gone through an initial budget consultation, or with whom there is a continuing relationship.

Information Collected

Through telephone, fax, mail, and electronic communication, personal information will be gathered, including address, social security number, telephone number, email address, and other demographic information.

Through the aforementioned channels, financial information will also be collected, including information related to your debts, income, expenses, and checking/savings accounts on an as needed basis.

Please be assured that we carefully train our counselors to protect all client information. In order to do this effectively we will ask for information that only you should know when you contact us. No one else can call in and access your account without your written authorization specifically placing their name on your account.

We strive to maintain complete and accurate information about you and your accounts. If you find at any time that our records contain inaccurate or incomplete information, please let us know immediately.

Internal Sharing

Information will be shared within Alliance as needed to communicate with you, manage your accounts, and properly handle your disbursements.

For the purpose of marketing research, portions of your information may be used to build an internal statistical report on our client base. However, these reports will not reveal any personal information.

External Sharing

A necessary portion of your personal and financial information will be used to communicate with your creditors and/or bank to perform disbursements or to coordinate with them on your behalf.

Information will not be shared with corporations other than with Alliance and corporate entities contracted by Alliance to perform services and/or technology functions, your creditors, and your bank as needed. Alliance does not report any information to credit bureaus.

By law, third party financial institutions receiving information from Alliance may only use it in the ordinary course of business to carry out the activity for which it was received, and can only disclose it to affiliates of the originating institution or its own affiliates.

Other Applicable Laws

The practices described above are in accordance with federal privacy law. You may have other protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

Protections for Information Privacy & Security

Physical and electronic files are only kept within the confines of the Alliance corporate offices and at approved secure backup sites. Access is restricted to authorized personnel.

Information Storage

The information you supply Alliance will remain in corporate files for as long as is necessary to provide services, and for a reasonable period of time following the completion or termination of services including time required to meet all Government regulatory requirements.

Opt-Out

Alliance fully complies with federal regulations regarding opting out in that disclosure is "made only in connection with servicing or processing a financial product or service that a consumer has requested or authorized."

If your account is active, and you are not comfortable with this level of information sharing, please contact us to inactivate your account.

If your account is inactive, your information is no longer used internally or externally, except for record keeping, governmental, and audit purposes as described above.

Direct Mail: Alliance Credit Counseling
15720 John J. Delaney Dr. Suite 575
Charlotte, NC 28277-3433
Phone: 888-995-7856
E-Mail: service@knowdebt.org

Online Privacy

Information may be gathered when you visit the Alliance web site, including Internet Protocol (IP) addresses, Uniform Resource Locator (URL) tags, and basic operating system and browser information.

Electronic security is maintained through the use of Secure Socket Layer (SSL) encryption and/or firewalls (which are designed to protect systems from intrusion).

Notes

Alliance refers to Alliance Credit Counseling, Incorporated, and to unaffiliated, separate corporate entities contracted by Alliance, Inc. to perform service and/or technology functions on its behalf.

How You Can Help Protect Your Privacy

- Do not share your account information, passwords, user IDs, PINs, your SSN, code words or other confidential information with others.
- Do not provide confidential information to unknown callers.
- Do not provide confidential information online unless you initiated the contact, know the party with whom you are dealing, and can provide the information through a secure line (<https:///>).
- When conducting business over the Internet, always use a secure browser & exit online applications as soon as you finish using them.
- If you believe you may be a victim of fraud or identify theft, please call the **Social Security Administration Fraud Hotline at 800-397-0271** to report fraudulent use of your identification information.
- File a complaint with the Federal Trade Commission (FTC) by contacting the **FTC's Identity Theft Hotline: 877-IDTHEFT**.
- File a police report in your local jurisdiction and retain the police report number and officers name who took the report.
- **Credit Bureau Fraud Lines:**
 - **Equifax:** (800) 525-6285
 - **Experian:** (888) 397-3742
 - **Trans Union:** (800) 680-7289