



Membership Application

Thank you for your decision in becoming an active member of the student loan relief industry's largest national trade association, The Association for Student Loan Relief ("AFSLR"). We are both a strong ally for consumers and an active advocate for all of our member companies.

Please confirm via the checklist below before submitting your application to the AFSLR

Attachments to complete that are included with this application

- Submit signed *Company Type and Information* page (included below).
- Submit signed *AFSLR Logo License Agreement* (included below).
- Submit signed *Legal/Regulatory Declaration* (included below).
- Submit signed *Electronic Funds Authorization Form* (included below).
- Submit signed *AFSLR Member Enforcement and Cancellation Policy and Procedures* (included below).
- Submit signed *AFSLR Professional Code of Ethics Acknowledgment* (included below).

Additional Information to Provide

- Submit your company registration. (i.e. Articles of Incorporation, Business License, etc.).
- Submit a list of Owners, Directors and / or Executive Officers.
- Submit copies of written contracts used with consumers.

AFSLR Admin Checklist

- Verification from AFSLR that all applicable websites include physical address and phone number.
- Confirmation from the AFSLR office that all applicable web pages are compliant with AFSLR website standards.



Company Type and Information

Indicate type of company:

Front End Back End Full Service Vendor

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number which will be displayed on the AFSLR website: _____

Fax: _____ E-Mail: _____

Website that will use the AFSLR logo:

Please send your completed Membership Application, application fee, all required documents, and the signed ACH authorization form to the address below:

The Association for Student Loan Relief
3315 Demetropolis Road, Mobile AL 36693
Email: membership@AFSLR.org



AFSLR Logo License Agreement

The AFSLR logos and name are the property of The Association for Student Loan Relief (“AFSLR”) but may be used by AFSLR 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:

1. The attached AFSLR logos (the “logos”) are the intellectual property of AFSLR and belong exclusively to AFSLR. These logos may be used only by AFSLR 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 AFSLR. 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 AFSLR. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance with them, shall be made by AFSLR in its sole discretion.
2. The logos are made available to AFSLR members in good standing in color and in black-and-white. The logos may not be revised or altered in any way, and must be displayed in the same form as produced by AFSLR.
3. The logos may be used in a professional manner on the user's business cards, stationery, literature, advertisements, internet web sites, store-front window, or in any other comparable manner to signify the user's membership in AFSLR. 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 AFSLR: discredits AFSLR 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 AFSLR 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 AFSLR 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.
4. 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 AFSLR. AFSLR 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, AFSLR 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 AFSLR or tarnish its reputation and goodwill, or the user is not an AFSLR member in good standing.
5. The AFSLR logos may not be used without certification of the following: (a) Agreement to adhere to the applicable Professional Code of Ethics promulgated by the AFSLR Executive Board (b) All applicable web sites list physical address and phone number (c) All applicable web sites are registered with a domain registrant that publicly publishes the registrant's physical address and phone number (d) Use of the logo must not imply endorsement of the organization, its services or affiliations.
6. Any online use of the AFSLR logo must include a workable link from the logo to the member's section of the AFSLR website.
7. Applicant agrees to provide the URL for each unique domain name in which the AFSLR logo appears or will appear and verification that the footer displayed on the homepage of each domain name is consistent with all sub-domains associated with that domain name in writing to the AFSLR or by electronic mail to info@AFSLR.org.
8. This license and the enforcement and interpretation of this license agreement are subject to the laws of the State of Alabama. The user hereby consents to the exclusive jurisdiction and venue of the courts, tribunals and agencies located in the State of Alabama for any dispute arising from use of the logos.
9. Any questions concerning use of the logos or the terms and conditions of this license should be directed to **The Association for Student Loan Relief** at 3315 Demetropolis Road, Mobile, AL 36693, email: info@AFSLR.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 AFSLR Logos to Members:

Company Name

Contact Name

Address, City, State, Zip

Signature

Website that will use Logo

Title

Phone Number

Date



Legal / Regulatory Declaration

In connection with the application of _____, (the "Applicant") for membership with the Association for Student Loan Relief ("AFSLR"), the undersigned certifies as follows:

1. The information set out in this Declaration is truthful, complete and accurate in all respects.
2. The undersigned holds the position of _____ for Applicant and is authorized on behalf of Applicant to complete this Declaration.
3. Check one of the following:
 a. Applicant has **not**, via a court order, judgment, administrative ruling or other legal finding, (1) violated any consumer protection law in providing any service, (2) failed to maintain a license or comply with a state licensing requirement, or (3) been the subject of any legal claim that resulted in an adjudication of guilt, liability or wrongdoing, relating to a matter of fraud, dishonesty, theft, deception, or a felony.

OR

- b. Applicant provides the attached explanation, incorporated by reference in this declaration, for any reasons Applicant cannot check box (a) above.

Applicant certifies that the statements made in this Declaration are true.

Printed Name

Signature

Title

Date



Payment Authorization

Dues Structures:

- Regular Member \$100/month or \$1,200 annually
 Vendor Member. \$1,000 Annually

Please only check one and fill out the corresponding information

ACH Authorization

Credit Card Authorization

| ACH Authorization | | | |
|------------------------|-----------------------------------|----------------------------------|--------|
| Financial Institution: | | Branch: | |
| Address: | | | |
| City: | State: | Zip: | Phone: |
| Name on Account: | | | |
| Routing / ABA#: | | Account # | |
| Account Type: | <input type="checkbox"/> Checking | <input type="checkbox"/> Savings | |

| Credit Card Authorization | | | |
|---------------------------|-----------------------------------|-------------------------------------|---|
| Card Type (Check One) | <input type="checkbox"/> VISA | <input type="checkbox"/> MasterCard | <input type="checkbox"/> AMERICAN EXPRESS |
| | <input type="checkbox"/> DISCOVER | | |
| Name on Card: | | Company Name: | |
| Credit Card #: | | | |
| Address: | | | |
| City: | State: | Zip: | Phone: |

As a duly authorized check signer on the financial institution account identified above I / We authorize the Association for Student Loan Relief to perform scheduled electronic funds transfer debits from my / our account identified above for membership payments due, or when applicable, apply electronic funds transfer credits to the same account. This applies to check by phone payments as well as any other electronic payment. Furthermore, if any electronic debit(s) should be returned by my financial institution as Non-Sufficient Funds (NSF), I / We authorize, the Association for Student Loan Relief to collect a returned item fee of \$25.00 per item by electronic debit from the account identified above. I / We understand and authorize all of the above as evidenced by my / our signature below.

| | |
|------------------------------|--------------|
| Authorized Signature: | Date: |
|------------------------------|--------------|



AFSLR Member Enforcement and Cancellation Policy and Procedures

New Member Policy

1. A new company will be secret shopped within the first 30 days, and at AFSLR's discretion thereafter. If the company is secret shopped and found to be in violation of AFSLR Standards, they will have their membership revoked until properly reinstated as described below.
2. This New Member Policy does not supersede AFSLR's right to review all membership applications and reject any application at its sole discretion.
3. AFSLR members are required to have both front end and back end companies be a member. A front end company cannot be a member if their servicing company is not an AFSLR member.

Minor Non-Compliance of AFSLR Standards

1. Any violation not considered a gross violation shall be a minor violation.
2. 1st violation -a warning letter will be sent out explaining the issues and giving the company 14 days to correct the issues. The member should submit a response addressing the action taken to cure the noncompliance. If no response is received, a 2nd and final warning letter will be sent.
3. The company receiving the report and warning may otherwise request a review of the results with a detailed explanation if the company believes the findings are in error.
4. These requests will be reviewed by the Executive Board of AFSLR and if accepted, the issue will be deemed resolved.
5. 2nd violation of same issue -a warning letter along with the reports from the secret shopper website review will be sent out explaining the issues and giving the company 14 days to correct the issues. A company's status will be changed to "not in good standing" and the AFSLR website will be updated to reflect such change unless within 14 days the member responds satisfactorily.
6. A member who is "not in good standing" must submit a response addressing the action taken to cure the noncompliance that satisfies the Executive Board, upon which such member's status will be restored. Any member's status that remains "not in good standing" for 30 days or more may be subject to termination.
7. A company can reinstate their membership if they pay a \$1,000 fine and resubmit a new membership application that is approved by the membership committee. (The fine may be waived at the discretion of the Executive Board upon its approval).

Gross Non-compliance of AFSLR Standards/Committing a gross violation

1. 1st violation -a warning letter will be sent out explaining the issues and giving the company 14 days to correct the issues.
2. After the 14 day correction period, the company will be investigated again. If the company is still found to be committing a gross violation, the company will be suspended for 30 days. The company can request that in four weeks they be investigated again at their own expense. If a request is not made to be investigated before the end of the 30 day suspension, membership will be automatically terminated. A company will be investigated within a 2 week period after the 30 day suspension and if found to be compliant, membership will be reinstated.
3. 2nd violation -Executive Board will review the claims and the results of any investigation and may take appropriate disciplinary action up to and including immediate termination of membership.
4. A company can reinstate their membership if they pay a \$1,000 fine and resubmit a new membership application that is approved by the membership committee. (The fine may be waived at the discretion of the Executive Board upon its approval).

Definition of Gross Violation:

Any of the following constitutes a gross violation:

1. A significant number or frequently repeated minor violations.
2. Conduct that on its face rises to the level of malice, fraud, intentional bad faith or unconscionable or serious intentional misconduct.



3. *Evidence of an overall failure to abide by AFSLR standards as a whole or engaging in activities that are significantly inconsistent with AFSLR standards.*
4. *Failure to abide by a core standard specifically including the following:*
 - a. *Failure to completely or accurately disclose all fees in the client agreement.*
 - b. *Engage in any sales or marketing that is unfair or deceptive.*
 - c. *Misuse of a consumer's confidential information.*
 - d. *Violating any federal or state law relating to telemarketing.*

Special Circumstance Discipline

If, in the reasonable judgment of the Executive Board of AFSLR, any member or vendor is in violation of and AFSLR-required standard of performance that poses special risk, or creates unusual circumstances or issues, or raises just cause, the member or vendor may be warned, suspended or terminated with or without notice, as the Executive Board shall determine. In making such a determination the Executive Board shall consider not only the gravity of the alleged violation(s) but also the best interests of AFSLR's members and the industry as a whole.

Failure to Pay Dues

1. *1st month: A warning letter will be sent to the company requesting it resolve the lack of payment before the next billing cycle. If not resolved within 14 days the company's membership status will be reported on the AFSLR website as "Not in Good Standing".*
2. *2nd month: if dues are not paid up in full, a cancellation letter will be sent. The letter will state that the company has 14 days from receipt of the letter to resolve the issue or the company's membership may be cancelled. Failure to respond or lack of resolution will result in appropriate disciplinary action up to and including immediate termination of membership.*
3. *If terminated, a company may reinstate their membership if they pay a \$1,000 fine and resubmit a new membership application that is approved by the membership committee. (The fine may be waived at the discretion of the Executive Board upon its approval).*

Consumer Complaints Received by AFSLR

1. *If a Consumer complaint is received by the AFSLR office from a consumer this **should be taken seriously**. The consumer complaint will be forwarded by AFSLR to the company to attempt to resolve the complaint amicably. The complaint should be addressed with the consumer within 30 days and a written response should be sent to the consumer and a copy should be sent to AFSLR. An amicable resolution may not be possible, but a response should be made regardless.*
2. *If the company does not respond to the consumer or let AFSLR know the disposition of the complaint after 30 days, a warning letter will be sent out letting the company know that they have 14 days to respond to the complaint. If after 14 days the complaint has still not been addressed the company's status will be changed to "Not in Good standing" and the AFSLR website will be updated to reflect this.*
3. *If the complaint is still not resolved after 30 days of being in a status of "Not in Good standing" the company's membership will be terminated.*
4. *A company can reinstate their membership if they pay a \$1,000 fine and resubmit a new membership application that is approved by the membership committee. (The fine may be waived at the discretion of the Executive Board upon its approval).*

Non-compliance AFSLR Logo standards

1. *Initial Violation: A warning letter will be sent to the offending company with a copy of AFSLR's Logo Setup instructions and AFSLR's Logo Agreement. The letter will state that the company has 30 days to fix the issue or their status will be changed to "Not in Good Standing" and the AFSLR website will be updated with such change.*
2. *After 30 days the company's website will be checked again for compliance with logo standards. If not in compliance the company's status will be changed to "Not in Good Standing" and the AFSLR website will be updated with such change. A letter will go out apprising the company of its status change and that if not resolved within 30 more days the company will receive appropriate disciplinary action up to and including immediate termination of membership.*
3. *If the logo issue is not resolved after the second 30 day period appropriate disciplinary action will be taken up to and*



including immediate termination of membership.

- 4. A company can reinstate their membership if they pay a \$1,000 fine and resubmit a new membership application that is approved by the membership committee. (The fine may be waived at the discretion of the executive board upon its approval).*

Please sign below indicating you have read and agree to the AFSLR Member Enforcement Policies.

Printed Name

Signature

Company

Title

Date



AFSLR Professional Code of Ethics Acknowledgement

Our ethical principles are the values that govern all that we do as Members of The Association for Student Loan Relief (“AFSLR”). As we seek to achieve responsible commercial success, we will be challenged to balance these principles against each other, always mindful of our promises and service to our consumers.

HONESTY: We will not say things that are false or misleading to our consumers. We will always maintain open lines of communication. All of our agreements and contracts will be conducted in good faith.

FAIRNESS: We will treat all consumers fairly and equally, and follow a process that achieves the best possible outcome for each consumer. All of our fees charged for services shall be reasonable and fair.

PROMISE-KEEPING: We will go to great lengths to keep our commitments. We will not make promises that can't be kept and we will not make promises on unless we have the authority to do so. We shall also protect the personal and private information of all of our consumers.

RESPECT FOR OTHERS: We will be open and direct in our communication, and receptive to influence. We will honor and value the abilities and contributions of others, embracing the responsibility and accountability for our actions in this regard.

COMPASSION: We will maintain an awareness of the needs of others and act to meet those needs whenever possible. We will also minimize harm whenever possible. We will act in ways that are consistent with our commitment to social responsibility.

INTEGRITY: We will live up to these ethical principles, even when confronted by professional risks and economic pressures.

Please sign below indicating you have read and agree to the AFSLR Professional Code of Ethics.

Printed Name

Signature

Company

Title

Date