



### **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 on-line transaction and accounting information related thereto (collectively "Services"), for clients debt settlement companies. RAM is not an owner, employee, or partner of any debt settlement company and provides the Services to Customer as an independent third party.

### **APPOINTMENT**

Customer authorizes RAM to collect and deposit payments customer has agreed to make under Customer's debt settlement program with ("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 debt settlement 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 and Agent will be provided internet access to Customer's account and transaction information. 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 [www.RamServicing.com](http://www.RamServicing.com). 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.

### **SERVICE FEES**

Customer authorizes RAM to charge the following fees for services rendered:

- Monthly Fee - \$10.95

#### **Other charges as applicable**

- Settlement Disbursement Fee (Overnight to Creditor/Pay By Phone) \$10.00
- RAM Annual Fee \$20.00
- NSF/Return Item \$10.00

### **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 to 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 scheduled debit will not or does not occur. Customer authorizes RAM to recover funds in the event of an error in the event that a prior debit is returned for any reason, including non-sufficient funds.

### **AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH DEBITS)**

I (we) hereby authorize Reliant Account Management, hereinafter called RAM, to initiate debit entries to my (our) Checking Account / Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

This authorization is to remain in full force and effect until RAM has received written notification from me (or either of us) of its termination no fewer than three (3) days to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it, or until the schedule of debits is completed.

**Customer One**

|   |                        |
|---|------------------------|
| _____<br>Name   | _____<br>Date of Birth |
| _____<br>Street Address   | _____<br>Phone Number  |
| _____<br>City                      State                      Zip | _____<br>eMail Address |

**Customer Two**

|   |                        |
|---|------------------------|
| _____<br>Name   | _____<br>Date of Birth |
| _____<br>Street Address   | _____<br>Phone Number  |
| _____<br>City                      State                      Zip | _____<br>eMail Address |

**Banking Information**

|   |                             |
|---|-----------------------------|
| _____<br>Bank Name  | _____<br>First Draft Amount |
| _____<br>City                      State                      Zip | _____<br>First Draft Date   |

Bank Name \_\_\_\_\_

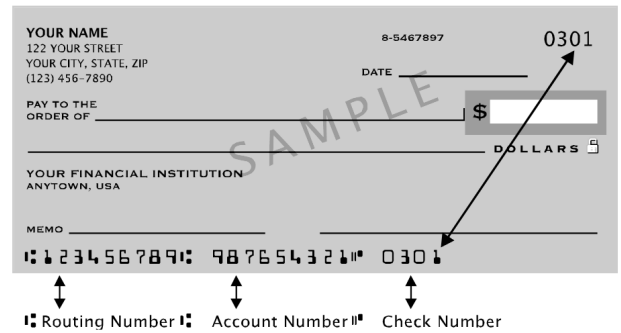
Bank Routing Number \_\_\_\_\_  
*(e.g. nine-digit ABA number)*

**Tip ➔** Your bank may have a separate routing number for ACH transactions.  
Please verify the routing number with your financial institution to prevent delays.

Bank Account Number \_\_\_\_\_

Type of Account (please check one)  Checking  Savings

Bank Account Holders Name \_\_\_\_\_



**Note ➔** RAM may run a test of the ACH process (i.e. pre note) to be sure it is working properly. You may see a transaction on the account with a \$0 charge.

I am the authorized signer, or otherwise have authority to act, this funding authorization on the account identified above.

|                                 |               |                                 |               |
|---------------------------------|---------------|---------------------------------|---------------|
| _____<br>Customer One Signature | _____<br>Date | _____<br>Customer Two Signature | _____<br>Date |
|---------------------------------|---------------|---------------------------------|---------------|