

BCU Financial Counseling Agreement of Understanding and Disclosure

BCU provides credit and debt counseling to its members and consumers (the "Counseling Service") to assist them in achieving their financial goals. Please read the following carefully. This is your agreement with BCU for the Counseling Service.

1. My participation in the Counseling Service and the use of any materials or advice resulting from it is voluntary and provided to me free of charge.
2. BCU will not collect any funds from me as part of the Counseling Service to pay any debts I have now or may have in the future. BCU will not contact or work with debtors on my behalf.
3. The Counseling Service is provided for my information only. BCU is not promising, representing, or warranting any results or improvement in my financial condition should I choose to make financial decisions based on the Counseling Services. I agree that I am solely responsible for any actions I take based on the ideas and suggestions presented through the Counseling Service. BCU is not liable for any loss, monetary or otherwise, resulting directly or indirectly from the ideas and suggestions presented through the Counseling Services.
4. All information I provide BCU is true and accurate to the best of my knowledge.
5. Neither BCU, its employees, agents, nor affiliates are offering tax, investment, or legal advice of any kind through the Counseling Service. It is solely my discretion and responsibility to retain tax, investment, or legal professionals prior to making any financial decision.
6. The Counseling Service does not operate as a counseling program related to any bankruptcy action or proceeding under the U.S. Bankruptcy Code (11 U.S.C. Section 101 et seq.).
7. The Counseling Service is not a mortgage foreclosure or home loan counseling program required under state or federal law or regulation.
8. I hereby release and forever discharge BCU, its employees, directors, officers, agents, and affiliates from any and all claims, suits, demands, causes of action, losses, expenses, liabilities, or damages arising directly or indirectly from the Counseling Service, whether in law or equity. Furthermore, I agree to hold harmless and indemnify BCU, its employees, directors, officers, agents, and affiliates from any loss, damage, or expense, including attorney's fees and costs, from and against any and all claims, suits, demands, causes of action, judgments, or damages that may arise or be asserted against BCU related directly or indirectly to the Counseling Service.
9. I authorize BCU to share with SavvyMoney that I have participated in the Counseling Service for the purpose of generating anonymized aggregate credit score and report data on the performance of the program. This may include: Credit Score Dashboard, which includes credit score, key factors impacting credit score calculation and credit score history. Grades and credit attributes in each of the Credit Report Card areas — Payment History, Credit Usage, Total Balances, Credit Age and Recent Credit. Account Information including lenders, monthly payments, balances, and trade history. BCU will not have access to account numbers of any of these accounts. Information about delinquencies or past due accounts, unpaid debts, charge offs and public records. BCU will not have access to account numbers of any of these accounts.
10. If I have recently applied for a loan or credit with BCU and my credit report was pulled as a result of this application, I understand that this report may be shared by a Loan Originator at BCU with a Goal Consultant for the purpose of the Goal Consultant preparing for providing the counseling service. I understand that my credit report will not be shared with anyone other than the Goal Consultant and will not be used for any purpose other than the preparation for providing the counseling service. This report will not be shared with me, nor will the report be used in the process of providing the counseling service.
11. BCU protects the confidentiality of all members who receive guidance through the Counseling Service. I understand there are some situations when sharing information from my financial analysis with other BCU departments and employees can assist in Counseling Services. I authorize this type of sharing of my information and understand that it may be used in general marketing campaigns related to BCU products and services that may be of benefit to me as part of this Counseling Service.
12. While products or services offered by the BCU may be discussed, I understand that I am under no obligation to agree to use, obtain or purchase any of these products or services to receive the Counseling Service. I understand that the BCU employee providing the Counseling Service may be compensated for products or services I choose to receive from BCU.
13. I understand that if the Counseling Service reveals inaccurate information in my credit report, I am personally responsible for getting it corrected with the appropriate credit reporting agency and creditor.
14. I acknowledge that this appointment does not constitute an attempt to collect debt.