

## DISCLOSURES

BHCR, Inc. d/b/a Pioneer Credit Counseling is a provider of bankruptcy educational courses in accordance with the Bankruptcy Reform Act of 2005. These interactive courses fulfill your BAPCPA Education Course requirements. It automatically saves your progress so you may leave and come back at any time. This course contains engaging content to give you a rewarding and informative experience. The credit counseling session will give you a better understanding of your current situation and what the elements of your Financial Summary mean to you in a day to day application so you can begin to develop a healthy financial future. If you request expedited or overnight shipping of certificates or materials, these will be charged at the actual cost of the service provided, which may include postage, shipping, handling and materials and will be payable at time of service. \*PRINT THESE TERMS/DISCLOSURES: For record keeping purposes, Pioneer Credit Counseling encourages you to print these Terms/Disclosures.

Fee Waiver: Black Hills Children's Ranch Inc. d/b/a Pioneer Credit Counseling (PCC), agrees to review each consumer's or debtor student's circumstances to determine eligibility for a fee waiver. If the consumer or debtor student has income less than 150 percent of the applicable poverty guideline as published by the United States Department of Health and Human Services (DHHS) (<http://aspe.hhs.gov/poverty-guidelines>), for all judicial districts PCC seeks approvals, their fee will be waived upon completion of credit counseling or debtor education. A reduced fee will be given when other information is gathered that indicates some ability to pay upon completion of credit counseling or debtor education.

Please Note:

1. The income provided during your counseling session or debtor education will be used for comparison to the poverty guidelines.
2. Governmental assistance (such as food stamps or housing subsidies) are not included in calculating debtor income.
3. The income of a spouse is included in calculating income whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.
4. The income of any other member of the household is also included.
5. Household size is also used in the waiver determination process and must be provided for consideration of a fee waiver.

### Pioneer Credit Counseling Bankruptcy Disclosures

1. Client understands and agrees they are receiving a Pre Bankruptcy Counseling Session (Pre) through Black Hills Children's Ranch, Inc D/B/A Pioneer Credit Counseling (PCC), 3620 Homestead St. Suite 1, Rapid City, SD 57703, a 501(c) (3) non-profit, bonded, consumer credit counseling and educational agency and client hereby authorizes PCC to receive any

information regarding client accounts and/or creditors. This course is offered in both English and Spanish at no additional charge. If client needs the course in another language, we will refer you to the EOUST's website to find an agency to assist you.

2. The fee charged for the Pre Bankruptcy Counseling Session and/or Personal Financial Management Course will be no greater than the client's ability to pay and no greater than \$50.00 individually. If the client's income is less than 150 percent of the poverty guidelines, the fee will be waived. A reduced fee will be given when other information is gathered that indicates some ability to pay upon completion of counseling or education. Please note the above fee includes any fees associated with the generation of the certificate. Please send money orders or cashier checks to above address ATTN: ACCOUNTING DEPT. Fee for counseling services are reasonable and PCC will provide services for free or at a reduced rate based upon the debtor's lack of ability to pay and will not withhold a certificate of counseling because of an inability to pay. This release agreement for information on my account may be copied and the copy of the signature may be deemed to be equivalent to the original and may be used as a duplicate original. Client understands original will be stored in Laserfiche.

3. The Pre Bankruptcy Courses are provided through the Internet via an interactive learning module. The Pre Bankruptcy Courses can be accessed 24 hours a day 7 days a week and 365 days a year, but contact with live counselors is subject to the business hours of 7am to 6pm MST Monday – Friday. It is PCC's obligation to provide a certificate to the client/debtor promptly upon completion of counseling services/instructional course. The client/debtor will only receive a certificate if the debtor completes counseling services/instructional course. PCC does not pay or receive fee or other consideration for the referrals. It is your responsibility to ensure that your attorney, legal advisor or court has received your certificate by the date required for your filing.

4. Client understands that these fees are nonrefundable once paid, unless the fee is later reduced or waived based on the client's income and the poverty guidelines published by the United States DHHS.

5. PCC will act upon the information received by client in clients' best interest. Client understands that PCC is in no way offering legal advice. PCC will use discretion when disclosing any information or amount of income, living expenses and debt as necessary.

6. Client understands that PCC is a nonprofit agency and receives support from counseling fees charged to clients and funding from voluntary contributions made by creditors.

7. Client understands PCC is a non-profit third party administrator and is not representing itself as a loan company or insurance company. Client also understands we are not giving any legal advice nor are we attorneys. Client also understands that no promise, warranty, or guarantee has or will be made on the part of PCC to clear client of any debts or make client payments on client's behalf. Client understands that by filing bankruptcy or enrolling in a Debt Management Plan, that the client's credit report may reflect a

consumer credit counseling status or that the client has filed bankruptcy and may cause a negative effect on client's credit report for up to 10 years. Client understands that they should consult an attorney for any information regarding bankruptcy. Client understands that PCC cannot repair or prevent any ratings that may appear on this credit report past, present, or future. Client hereby authorizes PCC to obtain clients' credit report solely for the purpose of the pre-bankruptcy counseling session. Client understands this will appear as a soft inquiry on their credit report.

8. Client understands by paying for the Pre Bankruptcy Course PCC will make available to them the following benefits: on-going consultations with Certified Counselors for review of debts, educational counseling pertaining to basic credit and budgeting.

9. All counselors who are assisting or facilitating the Bankruptcy Counseling courses are employees of PCC. Counselors are required to become enrolled in a certification course approved by the National Foundation For Credit Counseling (NFCC) within six months of beginning in a counseling position. The counselor is then required to complete the certification course within the first year of employment in a counseling position.

10. Nothing herein shall apply to actions or claims under the provisions of the United State Bankruptcy Code, 11 U.S.C. § 101 et seq.

11. Client agrees that any dispute between us that cannot be amicably resolved, and all claims or controversies arising out of this agreement, shall be settled solely and exclusively by binding arbitration in Pennington County, South Dakota, administered by, and under the Commercial Arbitration Rules then prevailing of, the American Arbitration Association (it being expressly acknowledged that I will not participate in any class action lawsuit in connection with any such dispute, claim, or controversy, either as a representative plaintiff or as a member of a putative class), and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The interpretation of this agreement will be governed by the laws of the State of South Dakota.

12. PCC has been approved by the Executive Office for the United States Trustees (EOUST), all districts of Alabama and all districts of North Carolina to issue certificates in compliance with the Bankruptcy Code for the Pre Filing Credit Counseling. The EOUST has reviewed only those credit counseling and debtor education pursuant to 11 U.S.C 111(d), but has not reviewed or approved any other counseling services provided by PCC. PCC may disclose debtor information to the United States Trustee in connection with the United States Trustee's oversight of the provider, or during investigation of complaints, during on-site visits, or during quality or service review.

13. An alternative to bankruptcy is the opportunity to negotiate an alternate payment schedule regarding unsecured debt, such as a Debt Management Plan, which PCC offers.