



The Home Loan Modification Association of Companies, “*Halo Mac*”

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## Corporate Membership Application

Congratulations on taking the first step towards membership with Halo Mac, the nation’s leading trade association for the loan modification industry. Halo Mac was created in response to the emerging loan modification industry. Our purpose is to support the industry by pre-screening companies, setting high standards, and developing & promoting best practices. The following application and corresponding requested documents is required for companies desiring membership into Halo Mac.

### Step 1

Complete and sign the following Halo Mac Documents:

- Application
- Certification & Declaration
- Client Certification
- Guidelines and Declaration of Principles
- Logo License Agreement
- Credit Card Authorization

### Step 2

Provide the following supporting documents:

- Proof of eligibility to conduct business (Articles of Incorporation)
- Licensing/Certification (provide state licensing and any certifications here. If exempt from licensing, please state “Exempt”)
- Resumes of Principals
- Samples of all consumer contracts
- List of branch offices (if applicable)
- List of URLs (if applicable)
- List of DBAs (if applicable)

### Send Supporting Documents to:

By Mail: Halo Mac  
420 Stevens Ave, Suite 180  
Solana Beach, CA 92075  
ATT: New Membership Application

By Fax: 858-509-4182

By Email: [membership@halomac.org](mailto:membership@halomac.org)

For any questions, please call (877) HALO MAC



**Company Information Form**

<b>Company Name:</b>	<b>Street Address:</b>	
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Year Established:</b>	<b>Number of Employees:</b>	
<b>Company Website(s):</b>  Attach list in Supporting Documents if necessary.	<b>Company Structure:</b> (Corp, LLC, LLP, Partnership, Sole Proprietor)	
<b>Do you have branch offices?</b> Yes    No	<b>Company DBAs:</b>	
If yes, please include a list of branch offices with your application.	Attach list in Supporting Documents if necessary.	
<b>Primary Contact Name:</b>	<b>Secondary Contact Name:</b>	
<b>Primary Email:</b>	<b>Secondary Email:</b>	
<b>Phone Number: (to be displayed on website)</b>	<b>Alt. Phone: (for co. communication with Halo Mac)</b>	
<b>Fax Number:</b>	<b>Primary Line of Business:</b>	

Halo Mac Corporate Membership dues are paid monthly and based on the schedule below. For ease of payment, membership dues are charged automatically by credit card on a monthly basis. Please complete the credit card authorization form at the end of this document.

<b>Monthly Loan Modifications</b>	<b>Monthly Membership Fee</b>
1000+	\$4,950
500 to 999	\$3,750
250 to 499	\$2,475
150 to 249	\$1,475
75 to 149	\$975
25 to 74	\$675
1 to 24	\$475







## Guidelines and Declaration of Principles for Corporate Member Companies

Members of Halo Mac believe that the interests of the consumer and loan modification companies are best served through the voluntary observance of Halo Mac's Professional Code of Conduct. Halo Mac Corporate membership includes the following description of companies:

- A member company that markets and sells loan modification programs
- A member company that provides negotiations and customer service
- A "Full Service" member company that markets, sells, negotiates and performs customer service for loan modification clients

\*Please refer to the corresponding separate memberships for the following:

**Halo Mac Individual Membership** (Memberships for Individual Professionals)

**Halo Mac Vendor Membership** (Product & Support service providers, software companies, payment processing companies, etc)

**Halo Mac International Membership** (Companies located outside of the United States)

Members and Candidates must not engage in any conduct that compromises the reputation or integrity of The Home Loan Modification Association of Companies, ("Halo Mac"), or the integrity, validity, or security of Halo Mac examinations. Members and Candidates shall adhere to the standards required of their designation at all times while engaging in the loan modification business. Failure to do so can result in the cancellation of Halo Mac membership.

## Requirements of Membership

Members and Candidates must understand and comply with all applicable state and federal laws, rules, and regulations (including Halo Mac's requirements) of any governmental, regulatory or licensing agency. In the event of conflict, Members and Candidates must not knowingly participate or assist in and must separate themselves from any violation of such laws, rules, or regulations.

### Basic Requirements

1. Members and Candidates must adhere to federal and state laws as they affect the Clients privacy over personal and confidential information.
2. Members and Candidates must maintain a "brick and mortar" location.
3. Members and Candidates shall be open no less than 40 hours per week between Monday and Friday.
4. Members and Candidates shall offer and apply loan modification services to any individual that needs the service in a non-discriminatory manner.
5. Members and Candidates shall provide loan modification services to clients that are qualified

based on a review from information provided by Client.

6. Members and Candidates shall conduct an initial review and analysis of clients debts and obligations.

7. Members and Candidates shall fully and completely describe the methodology of loan modification including all the advantages and disadvantages in a way that's easily understandable to clients so that client can make an informed decision on whether or not the loan modification process is right for them.

8. Members and Candidates must fully evaluate each client to determine if the loan modification process, and result, will be an affordable and viable option for client.

9. All client agreements must contain a three (3) day rescission clause allowing clients to rescind their agreement without financial penalty or obligation.

10. Members and Candidates will have formal and continuous training for their staff in areas including, but not limited to: sales, negotiations, customer service, and compliance.

11. Members agree to adhere to the policies set forth in the Member Enforcement & Termination Policy. This policy is posted on the website and given to new members upon registration.



**Website**

Members shall include on their website the following:

1. Physical address of office including street address, city, state, and zip code
2. Main telephone number
3. Email contact address
4. A “Privacy Policy” Link that discusses privacy concerns
5. A “Terms of Site” link that discuses terms of website
6. Program Disclaimer
7. Members shall publish on all websites owned by the Member the appropriate Halo Mac logo with a link to Halo Mac’s website for Client authentication of Seal and ensure that link remains active. (see Halo Mac logo licensing agreement)

**Misrepresentation**

Members and Candidates must not knowingly make any misrepresentations or distort any application or documents in anyway with the intent to mislead analysis and/or recommendations to prospective Client or industry professionals.

**Marketing**

Members and Candidates shall not engage in deceptive advertising or marketing of any kind including unsubstantiated claims of loan modification success that cannot be supported by factual documentation.

**Fees & Accounting**

1. Members and Candidates must only charge fees for loan modification services that are reasonable and

customary. Fees will be separately itemized, fully disclosed, explained, and agreed to by Client. Fee refund policy shall be clearly explained and stated in contract with Client.

2. To receive payment in advance for services rendered (advance fees), Members and Candidates must have client sign an Advance Fee Agreement that clearly states what services will be performed and how much client must pay for those services.
3. Halo Mac encourages loan modification companies to perform services at discounted fees and/or for free to clients that are unable to afford or pay for loan modification services.
4. Members and Candidates shall not co-mingle with client funds and use a 3<sup>rd</sup> party trust account to handle clients funds when necessary.
5. Members and Candidates must follow a policy that ensures Client files be kept intact, stored, and preserved for a minimum of 3 years.

**References to Halo Mac and Membership Review**

1. When referring to Halo Mac, Halo Mac Membership, or designation, Members and Candidates must not misrepresent or exaggerate the meanings or implications of membership in Halo Mac, or holding any designation by Halo Mac.
2. Members may be reviewed for compliance at the discretion of Halo Mac.
3. Membership status shall be reviewed annually by Halo Mac. Halo Mac reserves the right to amend these “Standards for Corporate Member Companies” as Halo Mac deems necessary. Membership with Halo Mac is a privilege and can be cancelled or revoked by Halo Mac at any time.

**By signing below, I acknowledge and accept the Halo Mac Guidelines and Declaration of Principles for Corporate Member Companies**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



**LOGO LICENSE AGREEMENT**

The HALO MAC logos and name are the property of The Home Loan Modification Association of Companies ("HALO MAC") but may be used by HALO MAC members in good standing and 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 HALO MAC logos (the "logos") are the sole and exclusive property of HALO MAC. These logos may be used only by HALO MAC 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 HALO MAC. 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 HALO MAC. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance with them, shall be made by HALO MAC in its sole discretion.
2. As set forth on the Attachment, the logos are made available to HALO MAC members that are in good standing in color and 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 HALO MAC.
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, electronic mail, or in any other comparable manner to signify the user's membership in HALO MAC. 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 HALO MAC: discredits HALO MAC 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 HALO MAC 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 HALO MAC 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 HALO MAC. HALO MAC 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, HALO MAC 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 goodwill, or the user is not a HALO MAC member in good standing.
5. The HALO MAC seal may not be used without certification of the following: (a) Agreement to adhere to the applicable standards promulgated herein, including any future requirements made on members by HALO MAC which HALO MAC may make at its sole and absolute discretion. (b) All applicable web pages must list a physical address and phone number. (c) All applicable web pages must be 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. (e) All applicable advertising, including web pages, shall not use any unfair or deceptive representations, inducements or other communications.
6. Applicant agrees to provide the URL for each unique domain name in which the HALO MAC logo appears or will appear in writing to HALO MAC at or by electronic mail to [membership@halomac.org](mailto:membership@halomac.org).
7. This license and the enforcement and interpretation of this license agreement is subject to the laws of the state of California. The user hereby consents to the exclusive jurisdiction and venue of the courts, tribunals and agencies located in the State of California for any dispute arising from use of the logos.
8. Any questions concerning use of the logos or the terms and conditions of this license should be directed to the HALO MAC Executive Director in writing to HALO MAC at 420 Stevens Ave., Suite 180, Solana Beach, CA 92075, or by electronic mail to [membership@halomac.org](mailto:membership@halomac.org).
9. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**By signing below, I certify that I am authorized to accept this license on behalf of the company indicated below and accept the terms and conditions of this License of Halo Mac Logos to Members:**

\_\_\_\_\_  
Signature \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_  
Company



**Credit Card Payment Authorization**

This authorization made on the date of signature below shall be attached to and become part of the Agreement for Halo Mac Membership (the "Agreement by and between Halo Mac (together with its subsidiaries and affiliates,) and the undersigned ("Member Client").

The undersigned, as Member Client or as a fully-authorized representative of Member Client, hereby authorizes Halo Mac to charge the credit card described below for the following services: *Halo Mac monthly Membership dues.*

The undersigned hereby represents and warrants to Halo Mac that he/she is a Member Client or is a fully-authorized representative of Member Client, and that he/she is authorized by Member Client and by the entity issuing the credit card described below, to make charges to such credit card and to sign on behalf of the credit card holder. Furthermore, by execution hereof and by providing the credit card information listed below, the undersigned fully authorizes Halo Mac to charge such credit card on a regular basis (i.e., monthly when the charges would typically be invoiced to Client Member by Halo Mac for membership dues) for the services and charges described above.

Client/Cardholder's Name (as it appears on card): \_\_\_\_\_

Client/Cardholder's Billing Address (as it appears on card billing statement)

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Customer's Telephone Number (as listed with credit card company): \_\_\_\_\_

Credit Card Type:  Visa  Mastercard  American Express  Discover

Credit Card Number: \_\_\_\_\_ CVV # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**(Note: The CCV # is the last 3 digits of the account number located on the back side of credit card with the exception of American Express it will be the 4 Digit number above the account number on the front of the card)**

I understand that monthly charges incurred will be charged to the credit card when invoiced.

Except as specifically set forth herein, the terms and conditions of the Agreement and, if applicable, any Membership Agreement between Halo Mac and Client shall apply to this Credit Card Payment Authorization.

By signing below, I agree to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Date Title Company