

**ARBITRATION AGREEMENT.** If you or I elect, any claim or dispute between you and me (or any parent, subsidiary, affiliate, successor or assignee, officer, director, employee, agent or representative of you or me) arising from or relating to this agreement, our relationship or your services ("Claim") must be resolved by binding arbitration in accordance with this arbitration agreement and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association ("AAA"). (This includes all kinds of Claims, such as Claims relating to this arbitration agreement and the remainder of this agreement; Claims relating to your advertising or promotional materials; initial claims, counterclaims, cross-claims and third-party claims; and Claims based upon contract, tort, fraud, misrepresentation and other intentional torts, constitution, statute, ordinance, regulation, common law and equity.) You won't elect to arbitrate an individual Claim I bring in small claims court unless the Claim is transferred or appealed to a different court.

I may get the rules and forms of the AAA by writing, calling or e-mailing as follows: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017, 800-778-7879, www.adr.org. The arbitration will take place in the county where I live.

I will pay an administrative fee and an arbitrator's fees. The AAA caps my fees depending on the amount of any Claim I file. You are responsible for administrative fees and arbitrator's fees in excess of the capped amounts. If I ask you in writing, however, you will pay the entire administrative fee and arbitrator's fees. You and I will pay our respective attorney's, expert's and other fees, except as otherwise provided by law.

*No class actions, etc. You and I also agree that the arbitrator only may resolve the claims, disputes, or controversies between you and me. The arbitration won't be conducted on a class-wide basis or be consolidated with claims or demands of other persons. I agree not to participate in a representative capacity or as a member of any class of claimants, pertaining to any Claim.*

This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The arbitrator's findings, reasoning, decision, and award must be in writing and must be based upon and consistent with the law of the jurisdiction that applies to the agreement. You and I agree that any award will be kept confidential. If any part of this arbitration agreement (other than the paragraph titled No class Actions, etc.,) cannot be enforced, the rest of this arbitration agreement will continue to apply. If the paragraph titled No class actions, etc. cannot be enforced, then the entire arbitration agreement is null and void, but the rest of this agreement is enforceable.

I may reject this arbitration agreement by sending a rejection notice that you receive at Alpha Omega Consulting Group, Inc. 716 Vauxhall Drive Nashville TN 37072 (and no other location) within 60 days after the date of this agreement. I must sign any rejection notice and I must include my name, address, telephone number and agreement number. This is the only method I can use to reject this arbitration agreement.

**CORRECT CLERICAL ERRORS.** By signing this agreement, I agree to fully cooperate and adjust for clerical errors if requested by you.

**SIGNATURES.** By signing below, I acknowledge that I have read, understand, and agree to the terms of this agreement and have received an exact copy of it, including the Fair Credit Billing Act Notice.

X \_\_\_\_\_ (Seal) \_\_\_\_\_  
Borrower Date

X \_\_\_\_\_ (Seal) \_\_\_\_\_  
Co-Borrower Date

**BILLING ERROR RIGHTS  
YOUR BILLING RIGHTS  
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your (the borrowers') rights and our (Alpha Omega Consulting Group, Inc.) responsibilities under the Fair Credit Billing Act (15 U.S.C.A. § 1601 et seq.).

**Notify Us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Alpha Omega Consulting Group, Inc. 716 Vauxhall Drive Nashville TN 37072. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.