



DiscountDivorcePro.com
13817 North 19th Avenue
Phoenix, AZ 85023
602-896-9020 Office
602-896-1411 Fax
**An Arizona Legal
Document Preparation
Company**

Rev. 3 November 2016



Terms of Service Bankruptcy

I. Scope of Work.

Discount Divorce Professionals, LLC., hereinafter referred to as Discount Divorce, is not a law firm and is a document preparation company. Discount Divorce and its representatives cannot give you legal advice. If you need legal advice the Arizona State Bar has a lawyer referral service¹.

Discount Divorce will prepare all documents as agreed in the "Agreement & Receipt" that was provided to you. It is understood that Discount Divorce is document preparation service only. Court running, filing, and processing is not include and the "Agreement & Receipt" does NOT constitute a contract for these services.

By contracting with Discount Divorce, you agree with these Terms of Service.

II. Services and Fees.

Refund Policy

Because we start work immediately, Discount Divorce does not accept cancellations THERE ARE ABSOLUTELY NO REFUNDS UNDER ANY CIRCUMSTANCES. OR ANY PART OF A REFUND TO INCLUDE FILING FEES AND PROCESS SERVICE FEES. All fees are earned when paid. If you choose to stop your bankruptcy you will not be entitled to any refund of any part of your fees, under any circumstances.

Maximum of 30 Creditors

Our system is set up to take a maximum of thirty (30) creditors. If we start work on your documents and it is later determined that you exceed this amount, we CANNOT properly prepare your documents and you will NOT BE ENTITLED TO A REFUND. Please count the number of creditors you have prior to retaining our service.

Exemptions

According to the United States Bankruptcy Court: District of Arizona pamphlet regarding *Exemptions in Arizona* (May 2010) "Arizona residents may claim the exemptions made available by Arizona law only if they were domiciled in Arizona for all of those two years before bankruptcy filing.... Legal counsel must be consulted if the debtor was not an Arizona resident for all of the two years before filing bankruptcy." If you have not resided in Arizona for the last two years we strongly recommend you first speak with an attorney prior to hiring us to prepare your legal documents.

¹ Arizona State Bar Attorney Referral number 602-257-4434 or www.LawerFinders.org

Means Test

Discount Divorce cannot guarantee that your case will qualify for a Chapter 7 Bankruptcy. Qualification for Chapter 7 cases are determined by means test²

Filing and/or Process Service Fees

As per the "Agreement and Receipt" filing and /or process service fees can be voided if you do not have your documents filed in a reasonable amount of time, usually within approximately 60 days of the "Agreement and Receipt". However, we can make an exception if you need an extension. It is your responsibility to contact us to request additional time in writing prior to the date shown on the "Agreement and Receipt". If after 60 days, we do not hear from you we assume you do not want to continue the case and have abandoned it for whatever reason.

Payment Policy

When you submit your credit card information over the internet, phone, or in our office, this is assumed to be a credit card authorization for the service requested, the same as if you had personally signed a credit card receipt. An additional credit card authorization (requiring a signature to be returned by facsimile, email, or USPS³) may or may not be required, at Discount Divorce's discretion.

Guarantee of Service

There is no guarantee that any of the information, applications, or forms provided by Discount Divorce will be accepted by any courts or government agencies. There is no guarantee that a client will receive favorable results on that for which they have applied. Documents and information provided by Discount Divorce do not give the client any advantage over documents and information provided by any other legal, paralegal or business information service company, any other attorney, any other financial advisor, etc.

Guarantee of Time of Case Completion

Discount Divorce cannot guarantee that a case can be completed in any specified time. We can give an estimate on how long but our estimate may be incorrect due to many unforeseen forces. Such as the other party contests the case, court's case load and calendar, errors in documents, agreements of the parties, orders of the court, etc. Do not put deposits or sign contracts for weddings, real estate, or any other obligation until your case is completed. Discount Divorce cannot be held responsible for such actions.

Supplementation Information

Supplements to the information that you provide with information that is received from third parties (such as agents, attorneys or government entities). is assumed that all parties involved provided the required information in a complete and truthful manner. Discount Divorce cannot be held responsible for the veracity and/or reliability of information provided by the client or by any third parties.

Questionnaire, Supplemental or Additional Information

It is understood that the client must provide a completed questionnaire to provider at the time of their initial appointment. If this questionnaire is determined to be incomplete, then it is the client's responsibility to provide the provider with the missing information within 60 days of the initial appointment or the case will be deemed abandoned by client.

Furthermore, once client provides provider with the missing information and instructs provider to prepare the documents for client's signature then client understands that no other information may be add or subtracted from the documents being prepared unless provider made an error in preparation of said document(s).

Moreover, if the questionnaire is determined to be complete during the initial appointment and instructs provider to prepare the documents for client's signature then client understands that no other information may be add or subtracted from the documents being prepared unless provider made an error in preparation of said document.

File Maintenance Policy

Discount Divorce guarantees to keep all files available for a period of three months, copies to be made available to the client in .pdf⁴ format, or hard copy via regular mail (method at our discretion, based on the size of the file in question) for a minimum service charge of \$10.

For hard copy requirements, additional charges may apply depending on the size of the file in question. After this period, the file may be destroyed or moved to an off-premise storage location. The cost and availability of replacement documents (after this 3-month period) will be determined at the time of the request by Discount Divorce's. management and will be based on a variety of internal factors. No replacement charge, however, will exceed the original cost of the service.

File Destruction Policy

Some information may be discarded through a regular waste management service (such as local garbage pick-up). If you would prefer your file disposed of in a different manner, then you are welcome to pick up your file any time after the 3-month period or give us in writing a request to shred your file.

² Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (BAPCPA) (Pub.L. 109–8, 119 Stat. 23, enacted April 20, 2005).

³ USPS is also known as the United States Postal Service

⁴ .pdf is the common file extension also known as Adobe Acrobat™

Web Site Content

Comments and other information presented in the Discount Divorce web site are generalizations and may not apply to every situation. Information included here may not be current and is subject to change without notice. Since Discount Divorce is not an attorney, no attorney client relationship is established by the viewing, use, or communication in any manner through this web site.

Attorney Representation

By contracting with us you are stating that you are currently not represent by an attorney. If you should become represented at any time after engaging Discount Divorce you will notify us and we will immediately stop all service.

Payment Agreement

Discount Divorce Professionals will deposit payments on the agreed upon on "Schedule of Payments Agreement" on the dates shown and cannot change the payment dates for any reasons.

If you are not doing an auto-payment schedule and you are unable to come into the office to make your payment you may make your payment via our secured internet link: <https://discountbankruptcyaz.com/onlinepayment.html>

Questions on billing.

Any Questions or concerns regarding billing - Contact Sumer Jennings⁵ during normal business hours⁶.

Late Payment Penalty

If any payments become past due, then there will be a \$25 late fee and all work on your case will be immediately suspended until the entire balance plus the late fee is paid in full.

Authorization and Use of a Third-Party Credit Card.

If the card number, you supplied Discount Divorce is not your card then by you using this card you take full responsibility for the debt accrued. If you are not authorized to use the card number supplied, you can be prosecuted for fraud and theft under Arizona State Law.

Chargebacks & Disputes

If there should be any charge backs disputes regarding a credit card transaction, then the full balance will be due plus a \$50 service fee to handle the charge back dispute.

Forms of Payments

Discount Divorce. accepts most forms of payments except for personal checks. We except credit and debit cards, money orders, and cash.

Waiver or Deferral of Court Fees.

In some situations, you can apply to have your filing fee either waived or deferred through the court if you qualify. If the court should decline to waive your filing fee and deferred the filing fee you will be responsible for the payment of the filing fee plus any associated cost deemed by the court. Furthermore, the Court will review income level and income to debt ratio when determining to waive or defer required filing fees at the time of filing. Discount Divorce cannot guarantee that the court will approve either a waiver or deferral of their fees. If the court chooses not to waive or defer their fee, then the fee must be paid by you for your documents to be filed. Discount Divorce will not pay the fee for you.

Discount Divorce Being Ordered to Testify.

All information provided to Discount Divorce will be treated as confidential. However, no "Attorney-Client Privilege" exists because Discount Divorce is not a law firm and we are subject to subpoena and can be ordered to testify. If any staff member is ordered by any court to testify in your case for any reason (trial, deposition, etc.) you agree to pay Discount Divorce the sum of \$95 per hour for such testimony plus a \$25 travel fee.

Postal Service.

At no time is Discount Divorce responsible for lost or stolen mail. That if any documents should be lost or stolen that was mailed either to us or by us you should report this to the United States Postal Service or any other postal carrier that was used for any remedy that you may seek.

III. Your Responsibilities as the Client.

Proof Reading Documents

You are responsible for proof-reading documents for typographical and other errors before signing finished documents. You agree to hold Discount Divorce, it's stockholders, representatives, or any other person connect harmless and not liable for any errors or omissions regardless of who fault it maybe. You understand and agree that Discount Divorce makes no warranties either expressed or implied.

⁵ Sumer Jennings' phone number 602-896-9020

⁶ Monday thru Thursday 9am to 12:30pm and 1:30pm to 5pm. Friday 9am to 12:30pm. Closed Saturday and Sunday. All times are Mountain Standard Time. (Arizona does not participate in Daylight Savings Time)

You understand that once documents are printed or emailed, any changes before filing with the court are subject to an amendment fee of \$25 minimum if you want information changed. If documents need to be changed after filing, then the document preparation fee shall be not less than \$199 and no greater than the original document preparation fee.

Service of Process & Legal Notification

After the initial documents are filed the Court will issue letters to all organizations, businesses, and individuals that appear on your Master Mailing List. Please review your Master Mailing List for accuracy. Any returned mail for bad address or mail that is sent to an incorrect address may cause unforeseen consequences in your case. Include but not limited to the intended debt not being discharged.

Service Members Civil Relief Act⁷ of 2003 (SCRA)

The Service Members Civil Relief Act (SCRA)⁷ provides a wide range of protections for individuals entering or called to active duty in the military service. The SCRA is intended to postpone or suspend certain civil obligations to enable the service member to devote full attention to duty. If the other party is active service and they do not sign an Acceptance of Service to waive their rights to the SCRA then they may be able to suspend the legal action until 30 to 90 days after the date of discharge from active duty.

Change of Address

If you should change your address, phone number, or email you must contact Discount Divorce immediately and provide us with the new contact information. The court also must be informed any change in a mailing address. There is a \$25 document preparation fee to prepare and file the necessary documents with the court to update them with your new mailing address.

Case Stoppage or Postponement

If you want your case stopped or delayed at any time you must contact Discount Divorce in writing or by email and inform us of your intentions. You may NOT call and have a case stopped or delayed once in progress. If you want your case delayed, in most case the Court will only hold a case for 120 days since the initial filing before they dismiss it for lack of progress.

Jurisdiction

Most cases require that the parties have resided in Arizona for a minimum of 180 days.

It is understood that Discount Divorce files all cases in at the United States Bankruptcy Court for the District of Arizona at the Phoenix location.

Termination of Services

You have the unconditional right to terminate our services at any time. We have the same right. If you decide to terminate our services, we will diligently end our involvement as soon as practically possible, court orders and legal document prepares ethics allow. If your account is not paid in full by the date of the "Schedule of Payments Agreement", we reserve the right to discontinue services, until we are paid in full or until satisfactory payment arrangements are made. The termination of our services will not relieve you of liability to timely pay all fees and costs incurred.

Advance Waiver of Conflicts

We prepare documents for many companies and individuals. It is possible, if not probable, that some of our present, past, or future clients could have disputes or transactions with you. We also reserve the right to prepare and/or file documents for anyone we chose including the opposing party in your case. We will, however, never disclose information to anyone about your case or status of your case unless we have written permission from you or a Court order to do so.

IV. Confidentiality

Privacy Policy

When an e-mail address, telephone number, or fax number have been given to Discount Divorce, it is assumed that you have already taken the appropriate steps to protect your own confidentiality and privacy as necessary. Any e-mail address, telephone number or other information is public record if it appears in your pleadings. If you want your address protected please inform us of this when you meet with us to discuss your case.

All information provided to Discount Divorce will be treated as confidential, however, no "Attorney-Client Privilege" exists because Discount Divorce is not a law firm and we are subject to subpoena and can be ordered to testify.

Social Security Numbers and Financial Account Numbers

Discount Divorce cautions all clients not to put social security numbers or financial account numbers in their entirety in any public record unless so advised by an attorney or demanded to by Court Rules and Procedures. All information contained in most, if not all documents are open to review by anyone in the public.

⁷ 50 U.S.C. App. §§ 501-597

V. Disputes

All claims and disputes arising under or relating to these Terms of Service and/or the Agreement & Receipt are to be settled by dispute resolution (arbitration) through the Better Business Bureau in the state of Arizona or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.