

## **Terms of Use**

### **General**

The use of this site is governed by the policies, terms and conditions set forth below. By using this website, you are agreeing to accept and be bound by the terms and conditions below. Nationwide Credit and Collections, Inc ("Company") reserves the right in its discretion to make changes to these terms and conditions at any time without notice. You agree to review the Terms of Use periodically, since any use of this website following any such change shall constitute acceptance of the modification(s).

### **Access**

Company reserves the right, in its sole discretion, to terminate or restrict your access to this website, without notice, in the event you violate any of the Terms of Use.

### **Consent**

Monitoring and Disclosure. Company is under no obligation and does not assume any obligation to monitor the information included in, transmitted to or made accessible via this website. However, you agree Company may monitor this website to protect users and information of the website and in order to comply with applicable laws, rules and regulations. Company reserves the right to modify or remove information on the website without notice to users. Information you provide in connection with the website that must be disclosed to any other person, including without limitation, a third party or entity, in order to complete the payment transaction you request will not be considered confidential for that limited purpose. Company shall be free to use, disclose and distribute this information to identified third parties without limitation subject to any law restricting such use.

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### **ACH Disclosure**

When you provide a check as payment, you authorize Company either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

### **General Disclaimers; Disclaimer of Limited Liability**

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### **External Links**

At certain places, those accessing this website may be able to access links to other Internet addresses. Company does not endorse, sponsor, approve, certify or control these external Internet addresses and does not guarantee the accuracy, completeness, efficacy, timeliness, security or correct sequencing of information located at such addresses. Company will not be liable for damages of any kind resulting from the use of such a link.

### **User Name and Password**

Use and access to this website and services may require you to enter a user name and password. You agree to hold your user name and password in strict confidence. You must notify us immediately if you determine that the confidentiality your user name or password have been breached. Upon such notice from you, Company will issue you a new user name and password.

### **Security**

Company takes seriously your right to privacy of your personal information. Accordingly, you agree to comply with processes set forth by Company regarding access to or use of this website. Company processes include, without limitation, use and protection of passwords. Company will use your personal information only to fulfill the obligations of Company with respect to payments as set forth in the Terms of Use.

### **Anti-spam Policy**

You and any user of this website shall not transmit unsolicited e-mail messages.

### **Choice of Law and Jurisdiction**

The contents of this website, this agreement and performance under the agreement are governed by the laws of the State of Wisconsin without regard to its choice of law or conflicts of law principles.

### **Indemnity**

You agree to indemnify and hold harmless Company and its affiliates and each of their respective employees, officers, directors, owners, licensors, licensees, and agents from any and all claims, liabilities, costs, and expenses, including attorneys' fees and court costs, arising out of or related to any allegation regarding (a) any violation of these Terms of Use by you or (b) your use of this website.

### **Waiver**

You agree that Company does not waive any right by not exercising or enforcing any legal right or remedy which is contained in these Terms of Use or under applicable law. Any failure to exercise any right will not be taken to be a formal waiver of Company's rights.

### **Conflicts between this Agreement and Laws**

If any provision of these Terms of Use conflicts with the law under which this agreement is to be construed, or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remainder of these Terms of Use shall remain in full force and effect.

### **Binding; Assignment**

These Terms of Use shall be binding on you and Company and their respective successors and assigns. You may not assign your rights under these Terms of Use or delegate your obligations hereunder, without the prior consent of Company. Company may assign or delegate its rights and obligations under these Terms of Use to any entity or person, however,

in no event shall such assignment relieve Company or its assignee or successor of its obligations under these Terms of Use.

**Debt Collection Notice**

**This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.**