



**Terms of Service**  
**Effective Date-Last modified: February 23, 2023**

Welcome to Arcon Credit Solutions' ("Company") payment portal located at [securepay.arconcredit.com](https://securepay.arconcredit.com) ("Portal"), along with any web sites and web pages operated by the Company or its affiliates, and all of our associated mobile applications, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group, and any social media platforms, including, but not limited to Facebook®, Twitter® and/or LinkedIn® (collectively referred to as the "System"). You, the user who has created an account, completed the registration or guest login process and/or has utilized the services provided on the Portal ("You/User"), has agreed that by entering your information or agreeing to these Terms of Service ("Terms"), you hereby agree to be bound by these Terms, or any written agreements posted on the System that are incorporated herein by reference. You understand this is a contract between You and the Company. You have read and agree to all the terms included below before proceeding with your use of the System.

You may print these Terms at any time by clicking the link on the Portal.

The System is offered to you conditioned on your acceptance, without modification of the terms, conditions, and notices contained herein. Your use of the System constitutes your agreement to all such terms, conditions and notices. User hereby acknowledges and agrees that access to and use of the System is conditioned upon User's acceptance of and compliance with the Terms.

By entering your information on the login page, you further acknowledge you have been directed to the Portal by a written communication from Company, a debt collector attempting to collect a debt, which included an explanation of your validation rights, your account number, total balance due and the name of the current creditor of your account. If you are not responding to this form of communication, please call our office or write us at the address below to obtain this information. You further acknowledge you are the individual whose information is being provided on the login information.

**Modification of Terms**

The Company reserves the right to change the terms, conditions, and notices under which the System is offered, including but not limited to any charges associated with the use of the System. We may revise and update these Terms from time to time in our sole discretion and will post any updates to the Terms on the Portal as of the "Effective Date" listed above. Your continued use of the System, or any other service provided through the Portal constitute your acknowledgement and agreement to the Terms and any modifications that have occurred after the date within which you have utilized the Portal ("Effective Date"). User is responsible for regularly reviewing these Terms. Continued use of the System shall demonstrate agreement to any modifications to this Terms. If at any time, you are unable to agree to these Terms, do not use the System and contact our toll-free number listed on the Portal.

**IMPORTANT NOTICE ABOUT YOUR CONTACT INFORMATION**

By providing information on the Portal, such as your address; your telephone number, whether or not it is a mobile telephone number; an email address or any other contact data ("Contact Information"), you agree to the following:

- You agree that the Company, or any of our affiliates, may use any method of contact via your Contact Information, including using prerecorded or artificial voice messages, text messages and automatic dialing devices.
- Company may also contact you via electronic mail using any email address you have provided. When you submit an email within your Contact Information, you acknowledge the email you provide is personal and private to you, not shared with another person and is not an employer provided email. By submitting your email, you give Company permission to contact you about any debt(s) you have with Company via email. This consent applies to any debt(s) you have with Company from the point of disclosure until revocation of such consent. You understand and acknowledge the information Company will provide is private and it is your sole responsibility to maintain the privacy of any email communication you receive, including, but not limited to where you view your email or any unintended disclosure of information to any third party occurring beyond this point.
- You understand that in order to revoke your consent to be contacted via any particular Contact Information point, or if at any time any piece of your Contact Information is no longer private, or contact via any Contact Information point causes inconvenience to you, you must contact us and notify us of this issue. You may revoke consent at any time IN WRITING by contacting (800) 713-0670 and/or info@arconcredit.com.
- By submitting a telephone number, you acknowledge and agree that Company may contact you by telephone or by text message to the number you provide, whether or not the number is a mobile telephone number, which you understand could result in charges.
- YOU ARE NOT REQUIRED TO PROVIDE A MOBILE PHONE NUMBER. BY PROVIDING A MOBILE PHONE NUMBER YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, PLEASE DO NOT PROVIDE A MOBILE PHONE NUMBER OR OTHERWISE PROVIDE AN ALTERNATE NUMBER THAT IS NOT A MOBILE PHONE NUMBER.

### **Electronic Communication Disclosure.**

By providing an email address within your Contact Information, you consent to receive information about any account Company holds in your name and any other related documentation that could be provided in writing (“Account Information”) to be delivered in electronic format. This consent applies specifically to your Account Information.

You are always entitled to receive a paper copy of your Account Information. You simply need to contact Company by calling us at our toll-free telephone number, (833) 976-0969 or by emailing your request to info@arconcredit.com. Upon receipt of your notice, Company will mail a paper copy of any of the documents originally delivered in electronic format within 30 days. You may also contact us at the above-listed contact points to revoke your overall consent to electronic communications. No fees shall be assessed against you if you choose to revoke your consent.

By providing your email address within your Contact Information, you further agree that you have access to the hardware and software requirements necessary to review, upload and/or print your Account Information. The software and hardware requirements include having a valid email address that is personal and private to you, along with the ability to open a PDF document through a free Adobe® or similar viewing program. If, at any time, you no longer have access to the necessary requirements, you agree to call Company at (833) 976-0969 to update your Contact Information. You understand that Company will notify you if there is any change in the hardware or software requirements that could impact your ability to access electronically formatted documents. Your continued use of the electronic documents after such time will serve as reaffirmation that you have sufficient hardware/software to view such documents.

Using the System or sending emails to us constitutes electronic communications. By communicating with us via email, generating UGC (defined below), or otherwise using our System to send communication to us or other users, you hereby: (a) consent to receive electronic communications; (b) you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the System, satisfy any legal requirement that such

communication be in writing; (c) the contact information you provide to us is private to you and you take sole responsibility for maintaining the privacy of any of the information you provide to the Company; (d) Company may contact you by telephone or by text message to any telephone number or internet software (e.g. Skype) address you provide or have provided to us, including wireless telephone numbers, which you understand could result in charges; and (e) Company may use any method of contact to any of the telephone numbers you have provided, including, but not limited to prerecorded or artificial voice messages, text message, video and automatic dialing devices (“Consent”).

***PLEASE NOTE THE CONSENT ABOVE IS NOT MANDATORY. IF YOU DO NOT AGREE TO THE CONSENT, DO NOT PROVIDE INFORMATION THROUGH THE SYSTEM. YOU AGREE THAT BY PROVIDING INFORMATION THROUGH THE SYSTEM, THAT THE TERMS OF THE CONSENT ABOVE HAVE BEEN HIGHLIGHTED IN THESE TERMS AND WERE CONSPICUOUSLY DISPLAYED FOR YOUR REVIEW.***

If we provide any marketing materials to you via email as a result of your use of the System, we will include an “unsubscribe” link on the email for you to follow to opt out of receiving marketing materials and/or change your user preferences. There are certain System-generated and legal notices that you cannot opt out of without deactivating your account, where applicable. If that is the case, notice will be provided of such fact.

**New Contact Information.** As long as your consent is valid, you understand you must notify Company of any change in your Contact Information. You take sole responsibility for failure to provide Company with updated Contact Information.

**English Version Prevails.** In the event these Terms are translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail.

**Disclosures.** Federal and state law require we provide certain disclosures regarding your rights. Please note this list does not contain a complete list of the rights consumers have under state and federal law.

- **Federal notice.** The information located on the Portal is a communication from a debt collector and is an attempt to collect a debt. Any information from the Portal obtained, will be used for that purpose.
- **Prohibited states.** You may not use the Portal if you are a resident of Nevada. You are responsible for leaving the Portal if you are resident of Nevada.
- **California.**
  - ❖ The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

- **Colorado.**
  - ❖ FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [HTTPS://COAG.GOV/OFFICE-SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-UNIT/COLLECTION-AGENCY-REGULATION/](https://coag.gov/office-sections/consumer-protection/consumer-credit-unit/collection-agency-regulation/)
  - ❖ A CONSUMER HAS THE RIGHT TO REQUEST IN WRITING THAT A DEBT COLLECTOR OR COLLECTION AGENCY CEASE FURTHER COMMUNICATION WITH THE CONSUMER. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT THE DEBT COLLECTOR OR COLLECTION AGENCY FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.
  - ❖ You may reach us at 1776 South Jackson Street #900 Denver, CO 80210-3808 or call us at 1-720-505-3455.
  
- **Idaho.** Arcon Credit Solutions' address is 8425 Seasons Pkwy, Ste 106, Woodbury, MN 55125-4393 and its toll-free telephone number is (833) 976-0969.
  
- **Maine.** Our hours of operation are 8-5 CST.
  
- **Massachusetts.**
  - ❖ Our hours of operation are 8- 5 CST and our telephone number is (833) 976-0969.
  - ❖ NOTICE OF IMPORTANT RIGHTS. YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.
  
- **Minnesota.**
  - ❖ **THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF COMMERCE.**
  
- **New York.**
  - ❖ New York City Department of Consumer Affairs License Number is: 2095800.
  - ❖ Company's New York consumer call-back number is (833) 976 0969. and you may ask for Rina Balsimo.
  - ❖ If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: 1. Supplemental security income, (SSI); 2. Social security; 3. Public assistance (welfare); 4. Spousal support, maintenance (alimony) or child support; 5. Unemployment benefits; 6. Disability benefits; 7. Workers' compensation benefits; 8. Public or private pensions; 9. Veterans' benefits; 10. Federal student loans, federal student grants, and federal work study funds; and 11. Ninety percent of your wages or salary earned in the last sixty days.
  - ❖ Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.
  - ❖ **BUFFALO, NEW YORK:** BUFFALO DEPARTMENT OF CONSUMER AFFAIRS LICENSE NUMBER: CAG20-10057304.
  - ❖ **NEW YORK CITY, NEW YORK:** Currently Arcon Credit Solutions only provides communication services in English. The New York City Department of Consumer and Worker Protection ("Department") requires us to document your preferred language. Please contact Arcon Credit Solutions at (833) 976-0969 to provide us with your preferred language. A translation and description of commonly-used debt collection terms is

available in multiple languages on the Department's website, [www.nyc.gov/dca](http://www.nyc.gov/dca).

- ❖ A copy of written correspondence is available in large print upon request. Please contact (833) 976-0969 to request the notice in large print.

- **North Carolina.** This collection agency, Arcon Credit Solutions, is located at 8425 Seasons Pkwy, Ste. 106, Woodbury, MN 555125-4393. The North Carolina Department of Insurance Permit number is: 114189.
- **Washington.** Washington requires you receive information about your account, which has been provided to you through the Portal. If you need to get any information from us about your account that you did not see on the Portal, please call us at our toll-free number anytime to obtain this information.

**Third-Party Content and Commercial Site.** The commercial site for Company is located at <https://absoluteresolutions.com/> ("Commercial Site"), includes, but is not limited to links to third-party websites, commentary, posts, blogs or other documents, software, materials and/or services provided by other parties ("Third-party Content") on the Commercial Site. Third-party Content may contain information or material that some people may find inappropriate or offensive. Third-party Content is not under Company's control and Company has no affiliation, does not endorse, or take responsibility for any Third-party Content. You hereby acknowledge that Company is not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of the Third-party Content, nor is Company responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such Third-party Content does not imply endorsement of, or association with, the Third-party Content by Company. The Commercial Site does not include any attempt to collect a debt, but still is the Commercial Site of a debt collector. Company utilizes the Portal only, to collect any payment information. By using the Portal, you hereby acknowledge that the Portal includes an attempt to collect a debt and any information obtained will be used for that purpose. The Portal is the only place you can enter information to make a payment to Company online.

### **Intellectual Property.**

"Content" is defined as any information that is part of the System, including but not limited to text, images, design, compilation, magnetic translation, digital conversion organization, communications, software, photos, video, graphics, music, sounds, and other material and services that relate to the System, or that can be viewed or generated by Users ("UGC") on the System including, without limitation, message boards, chat, and other original content, as well as "Intellectual Property" which includes, without limitation, copyrights, trademarks, service marks, patents and/or other proprietary rights and laws, the Portal URL and all other names, trademarks, service marks, logos, commercial symbols and styles used by Company within the System and utilized in providing our services.

- **Copyright and Trademark Notices.** All Content within the System is: Copyright 2020 Arcon Credit Solutions, LLC, unless otherwise expressly stated herein. All rights reserved.
- **Trademarks.** All proper names appearing on the System are either trademarks or registered trademarks of the Company or its affiliates or the trademarks of their respective owners, as expressly listed herein. Any rights not expressly granted herein are reserved.
- **Use Rights.** You are hereby granted a nonexclusive, nontransferable, revocable license to access and use the System. Notwithstanding the foregoing, User may not copy, publish, display, reverse engineer, reproduce, modify, republish, upload, post, transmit, participate in the transfer or sale, license, sublicense, sell, create derivative works, exploit, or distribute any of the Content within the System in any form, in whole or in part, without prior written permission from Company. Our Content is not for resale. Your use of the System does not entitle you to make any unauthorized use of any Content, specifically, but not limited to your agreement that you will not delete or alter any attribution notices in any Content.

- **Ownership.** User hereby acknowledges and agrees that all Content is solely owned and the property of the Company or our suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. User shall not acquire ownership rights, express or implied, to any Content. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. Any unauthorized use of the Content is strictly prohibited and is a violation of the Company's rights that may result in criminal or civil penalties. The Company does not warrant or represent that User's use of the Content or any other materials displayed on, or obtained through, the System will not infringe the rights of third parties.
  
- **User Generated Content - UGC.** The only exception of ownership of the Content is that of UGC, which by posting, uploading, inputting or otherwise providing UGC, you are hereby granting the Company, its affiliated companies, and necessary sublicensees, the irrevocable, non-royalty bearing, freely transferrable, and nonexclusive license right to create derivative works, sell, exploit, sublicense and otherwise copy, distribute, transmit, publicly display, publicly perform, publish, reverse engineer, modify, upload, post, reproduce, edit, translate and reformat any of User's UGC in any way, and to publish User's name in connection with the UGC ("Licensed Right"). No compensation will be paid with respect to the Licensed Right, as provided herein. The Company is under no obligation to post or use any UGC that User may provide, and Company may remove any UGC at any time in the Company's sole discretion. You further represent and warrant that you hold all right, title and interest to the UGC, or have the written licensed right to utilize any third-party material contained in the UGC. You further hereby agree to indemnify Company in the event of any allegation, or actual claim, of infringement based either directly or indirectly, in part or whole, upon the Company's utilization of the UGC. All UGC is treated as public, non-confidential and non-proprietary.
  
- **Code of Conduct.** As a condition of your use of the System, you warrant that you will not use the System for any purpose that is unlawful or prohibited by these Terms, including, but not limited to: (a) providing, publishing, posting, uploading, distributing, disseminating, or creating any Content that is inappropriate, profane, infringing, obscene, indecent, unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious or contains explicit or graphic descriptions or accounts of sexual acts, including, without limitation, sexual language of a violent or threatening nature directed at another individual or group of individuals or otherwise violates Company's rules or policies; victimizes, harasses, abuses, threatens, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise violates the legal rights of any third-party, such as rights of privacy and publicity; (b) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; (c) constitutes "Spamming," which is defined as unauthorized or unsolicited advertising, junk or bulk email, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling; (d) contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any Company or third party data, or any other information of any third party; (e) impersonates any person or entity; (f) advertise or offer to sell or buy any goods or services for any business purpose, unless authorized in writing by the Company; (g) falsify or delete any author attributions, legal or other proper notices or proprietary designations or label of the origin or source of software or other material contained in a file that is uploaded or otherwise disseminated; (h) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (i) attempts to breach security of another account, interferes with another user's use and enjoyment of the System or services provided to them or attempts to gain unauthorized access to another network or server; or (j) violates any applicable laws or regulations. The Company does not control or endorse the content, messages or information found within the System and, therefore, the Company specifically disclaims any liability with the System and any actions resulting from your participation in any System.

- **Improper Conduct.** Company neither endorses nor assumes any liability for the Content. Company generally does not pre-screen, monitor, or edit the Content, whether posted by you or any other users of the System. However, Company has the right, at its sole discretion, to remove any Content that we believe is harmful, objectionable, or inaccurate or does not comply with the Terms and any other rules of user conduct for the System. You hereby consent to such removal and waive any claim against Company arising out of such removal of content. Company is not responsible for any failure or delay in removing such Content. Company reserves the right to investigate complaints or reported violations of the Terms and to take any action the Company deems appropriate including, without limitation, reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties and disclosing any information necessary or appropriate to such persons or entities, user profiles, email addresses, usage history, posted materials, IP addresses and traffic information. Users who violate systems or network security may incur criminal or civil liability. You agree to cooperate fully with investigations into any allegations relating to violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations. The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

### **Personal and Noncommercial Use Limitation**

Unless otherwise specified, the System is for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the System.

### **Links to Third Party Sites**

The System may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible for webcasting or any other form of transmission received from any Linked Site. The Company is providing these Linked Sites to you only as a convenience, and the inclusion of any Linked Site does not imply endorsement by the Company of the Linked Site or any association with its operators. If you decide to leave the System to access these Linked Sites, you do so at your own risk. All rules, policies and operating procedures of Linked Sites will apply to you while on such sites. We are not responsible for information provided by you to Linked Sites. Linked Sites may contain information or material that some people may find inappropriate or offensive. These Linked Sites are not under the Company's control, and User acknowledges that Company is not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of the content of such Linked Site, nor is Company responsible for errors or omissions in any references to other parties or their products and services. The inclusion of Linked Sites on the System are provided merely as a convenience and do not imply endorsement of, or association with, the Linked Sites by Company, or any warranty of any kind, either express or implied.

### **No Unlawful or Prohibited Use**

As a condition of your use of the System, you warrant to the Company that you will not use the System for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the System in any manner which could damage, disable, overburden, or impair the System or interfere with any other party's use and enjoyment of the System. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the System. You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses, including reasonable attorneys' fees, relating to or arising out of: (a) your use of or inability to use the System; (b) any claim that your UGC violates the intellectual property rights of a third party; (c) your violation of these Terms; (d) your violation of any rights of a third-party; or (e) your violation of any applicable laws, rules or regulations. We reserve the right, at our own cost, to assume the exclusive defense

and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

### **Software Available on the System**

Software (if any) that is made available to download from the System ("Software"), excluding software that may be made available by end users through a communication service ("Third-party Software") is the copyrighted work of the Company. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software not accompanied by a License Agreement, the Company hereby grants to you, the user, a personal, nontransferable license to use the Software for viewing and otherwise using the particular Company Web Site in accordance with these Terms, and for no other purpose provided that you keep intact all copyright and other proprietary notices. All Software is owned by the Company and/or its suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. You acknowledge that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to United States export restrictions.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SYSTEM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SYSTEM AT ANY TIME. ADVICE RECEIVED VIA THE SYSTEM SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SYSTEM FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

IN NO EVENT, SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF PERFORMANCE OF THE SYSTEM, WITH THE DELAY OR INABILITY TO USE THE SYSTEM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SYSTEM, OR OTHERWISE ARISING OUT OF THE USE OF THE SYSTEM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT



APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SYSTEM, OR WITH AN OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SYSTEM. SERVICE CONTACT: INFO@ARCONCREDIT.COM.

### **Termination/Access Restriction**

The Company reserves the right, in its sole discretion, to terminate your access to any or all parts of the System and the related services or any portion thereof at any time, without notice.

### **General**

This Agreement is governed by the laws of the State of Minnesota. You hereby consent to the exclusive jurisdiction and venue of the courts in the State of Minnesota in all disputes arising out of or relating to the use of the System. Any claim or dispute related to the System, including, but not limited to the Content, must be instituted within one (1) year after the claim arose and if multiple claims, from the date the first claim arose, or be forever waived and barred. You agree that you will bring any claim, and submit to the exclusive jurisdiction of, the state and federal courts located in the County of Hennepin, in the state of Minnesota. Use of the System is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this Agreement or use of the System. The Company's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the System or information provided to or gathered by the Company with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and the Company with respect to the System, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the System. To the extent that any incorporated agreements conflict with or are inconsistent with the Terms, the stricter provision shall prevail. The Terms and all incorporated agreements express the complete understanding of the Parties with respect to the subject matter and supersedes all prior representations and understandings between the Parties.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms and all incorporated agreements and Registration Data may be automatically assigned by Company in its sole discretion. User may not resell, assign or transfer any of its rights or obligations under the Terms, in whole or in part, without Company's prior written consent and any attempt to so resell, assign or transfer will be null and void.

The waiver of one Party of a breach of any provision of this Terms by the other Party shall not operate or be construed as a waiver of any subsequent breach.

### **Special Notice for Account Registration**

**Account Information.** The System allows you to create an account in order to access some of the Services on the Portal (“Registration”), where you will voluntarily create a password and/or provide other information personal to you, such as email addresses, mobile phone numbers and other contact information (“Registration Data”). By completing the Registration, User hereby agrees that all information provided in the Registration Data is true and accurate and that User will maintain and update this information as required in order to keep the Registration current, complete and accurate. User hereby grants Company the right to disclose to third parties certain Registration Data about User in accordance with any privacy policy included on the Portal, which is specifically incorporated herein by reference into the Terms.

- User is solely responsible for maintaining the confidentiality of User’s Registration Data, including, but not limited to password and account detail, and for any and all statements made and acts or omissions that occur through the use of User’s password and account, including any mail sent and any charges incurred. Therefore, User must take steps to ensure that others do not gain access to User’s password and account. User may not transfer or share Registration Data with anyone and Company reserves the right to immediately terminate User’s Registration in the event of any unauthorized transfer or sharing thereof.
- Each Registration is for User’s personal use only and not on behalf of any other person or entity. Company does not permit any other person using the Registration under the User’s name or any access through a single Registration being made available to multiple users on a network. User is responsible for preventing such unauthorized use. Company hereby states and User acknowledges that Company shall have the right to assume any contact through the Registration utilizing the Registration Data is provided by the User, not from any third party.
- **You hereby acknowledge any Registration Data you provide is subject to the terms of the Consent in the beginning of this Terms. If you do not agree, do not use the Registration or provide Registration Data.**

**Termination of Use.** User agrees that Company may, in Company’s sole discretion, terminate or suspend User’s access to all or part of the System with or without notice and for any reason, including, without limitation, breach of the Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating User’s relationship and may be referred to appropriate law enforcement authorities. Upon termination or suspension, regardless of the reasons therefore, User’s right to use the services available on the System, immediately cease and User acknowledges and agrees that Company may immediately deactivate or delete User’s Registration, where applicable, and all related information and files in User’s account and/or bar any further access to such files or the System. Company shall not be liable to User or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by Company in connection therewith.

**Participation in Promotions.** From time to time, the System may include advertisements offered by third parties. User may enter into correspondence with or participate in promotions of the advertisers showing their products on the System. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between User and the advertiser. The Company assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

You represent and warrant that you are at least 18 years of age and that you possess the legal right to use the System in accordance with the stated terms and usage policies. You hereby agree to supervise usage by, and be responsible for the actions of, any minors who use your computer and/or registration account to access the System.

**Contact Information.** Our contact information is below:

Arcon Credit Solutions

8425 Seasons Pkwy, Ste. 106  
Woodbury, MN 55125-4393  
Phone: (833) 976-0969