

Terms of Use

## **TERMS & CONDITIONS GOVERNING YOUR USE OF THIS WEBSITE**

**LAST UPDATED – Feb 20, 2025**

### **PLEASE READ THIS TERMS & CONDITIONS AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE.**

Arcon Credit Solutions LLC (“Arcon,” “we,” “us”) provides this website and website-related services, if any, (collectively, the “Site”) subject to your compliance with the terms and conditions set forth in this terms of use / agreement (the “Agreement”). As used herein, “you” or “your” refers to anyone who accesses and/or uses any portion of this Site. The words “we,” “our,” and “us” mean Arcon Credit Solutions LLC and its affiliates, successors, and assigns (collectively “affiliates”).

This Agreement governs the relationship between us and you, the Site visitor, with respect to your use of the Site. It is important that you read carefully and understand the terms and conditions of this Agreement. **BY USING THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.** If you do not agree to these terms and conditions, you must not use the Site.

We may, at any time, at our sole discretion, revise or otherwise update this Agreement by posting an amended Agreement on the Site; any changes that we make to this Agreement will be effective immediately upon posting. Please check this page periodically for changes to the Agreement; you will be able to determine if this Agreement has been changed since your previous visit by viewing the “Last Updated” information that appears at the top of this Agreement. Your use of the Site following the posting of an updated Agreement constitutes acceptance of the updated Agreement.

Further, we reserve the right, at any time, to modify or discontinue, temporarily or permanently, the Site (or any part thereof) without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension, discontinuance of the Site or of any Materials (as defined below).

If you have any questions about this Agreement, please contact us at [833-976-0969](tel:833-976-0969) or write to us at 8425 Seasons Parkway Suite 106, Woodbury, MN 55125-4393.

1. **Account Information.** We make available the information and materials on the Site (the “Materials”) to provide information regarding your account(s) and for general informational purposes only. The Materials available on the website may not include or represent all of your outstanding accounts. For more information regarding your accounts, please contact us at [833-976-0969](tel:833-976-0969) or write to us at 8425 Seasons Parkway Suite 106, Woodbury, MN 55125-4393. The Materials on this Site do not

constitute legal advice. You should consult with a lawyer for your own legal advice. In addition, unsolicited emails and information sent to us do not create a relationship with us and may not be considered confidential.

2. **Rules of Conduct.** You agree to comply with all applicable laws, rules and regulations in accessing and/or using the Site and/or any Materials. In addition, your use of the Site is conditioned on your compliance with the following rules of conduct. You agree not to:
  - Use the Site for any fraudulent or unlawful purpose.
  - Impersonate any person or entity, including, but not limited to, any Site employee, agent or representative; and/or falsely state or otherwise misrepresent your identity or your affiliation with any person or entity; or express or imply that we endorse any statement you make.
  - Interfere with or disrupt the operation of the Site.
  - Transmit or otherwise make available in connection with the Site any virus, worm, Trojan Horse or other harmful code.
  - Restrict or inhibit any other person from using the Site, including by means of hacking or defacing any portion of the Site.
  - Interfere with or violate any other Site visitor's or user's right to privacy or other rights, or harvest or collect personally identifiable information about Site visitors or users, or about our attorneys, other employees and representatives identified on the Site, without their express consent.
  - Sell, resell, transfer, license or exploit, for any commercial purposes, any use of or access to the Site or the Materials.
  - Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site or Materials.
  - Frame or mirror all or any part of the Site without our prior express written authorization.
3. **Arcon Credit Solutions LLC's Proprietary Rights.** You acknowledge and agree that the Site and the Materials are, and shall remain, the property of Arcon Credit Solutions LLC and/or its licensors and are protected by copyright, trademark and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to copy, distribute, transmit, display, perform or create derivative works of the Site or any of the Materials, provided that, subject to your compliance

with this Agreement, we do grant to you a limited, personal, revocable, non-transferable and non-sub licensable license to (a) access the Site and the Materials via the Internet solely for purposes of viewing such materials and (b) to print out pages of the Site for your personal, non-commercial use.

Trade names, trademarks and service marks of Arcon Credit Solutions LLC include “Arcon Credit Solutions LLC” and any associated logos. All trade names, trademarks and service marks on the Site that are not owned by us or our affiliates are the property of their respective owners. The trade names, trademarks and service marks owned by Arcon Credit Solutions LLC or its affiliates, whether registered or unregistered, may not be used in connection with any product or service that is not either ours or one of our affiliate’s product or service or in any other manner that is likely to cause confusion or dilution. Nothing on the Site should be construed as granting, by implication, estoppel or otherwise, any right or license to use any of Arcon Credit Solutions LLC (or its affiliates’) trade names, trademarks or service marks without our (or the relevant affiliate’s) prior express written permission.

#### 4. **Electronic Communication Policy**

By providing us with your email address and/or mobile number and opting-in, you give us permission to send you account-related emails and text messages, like payment reminders and notifications, in conjunction with the services you have requested and consistent with our Electronic Communications Policy. **Number of messages will vary by account.**

- **By providing us with your mobile number and opting-in, you agree you have ownership rights or permission to use the number given to us.**
- **By providing us with your email address and opting in, you agree that you have ownership rights or permission to use the email address given to us and can access and view the information via email.**
- **Message and data rates may apply.**
- **To opt-out of text communications, text STOP or text STOP to any text message we send you. An opt-out confirmation message will be sent back to you. You may also contact us at [833-976-0969](tel:833-976-0969) or write to 8425 Seasons Parkway Suite 106, Woodbury, MN 55125-4393.**
- **To opt-out of email communications, click on the “unsubscribe” link at the bottom of every email communication or simply reply to the email indicating you wish to unsubscribe or have email communications**

cease. You may also contact us at [833-976-0969](tel:833-976-0969) or write to 8425 Seasons Parkway Suite 106, Woodbury, MN 55125-4393.

- To request support, text HELP to any text message we send you, or email us at [info@arconcredit.com](mailto:info@arconcredit.com).
- If your handset does not support MMS, any MMS messages sent may be delivered as SMS messages.
- Wireless carriers are not liable for undelivered or delayed messages.

For more information regarding our Electronic Communications Policy, please contact us at [833-976-0969](tel:833-976-0969) or write to us at 8425 Seasons Parkway Suite 106, Woodbury, MN 55125-4393

## 5. Credentials.

You are responsible for maintaining the confidentiality of all account numbers, personal authentication information, and other access credentials used to access the website portal (“Credentials”) and are solely responsible for all activities that occur with such Credentials.

If you permit third parties to access your account, you do so at your sole risk and we will not be directly or indirectly responsible or liable to you in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with such permission.

## 6. No Warranties.

THE SITE AND SERVICES ARE MADE AVAILABLE TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SERVICES, ITS SAFETY OR SECURITY, OR THE SERVICES CONTENT. ACCORDINGLY, WE ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SERVICE’S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES.

WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## 7. Governing Law

This Agreement will be governed by the laws of the State of Minnesota without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Minnesota for the purpose of litigating all such disputes.