

# ACB CONSUMER TERMS & CONDITIONS

AURORA COLLECTION BUREAU (ACB) OFFERS AN INTERNET/PAY BY PHONE PAYMENT SERVICE (THE "SERVICE") FOR YOUR CONVENIENCE AND USE. PLEASE READ THESE CONSUMER TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WANT TO ACCEPT THESE TERMS, YOU MAY NOT USE THIS SERVICE.

These Terms form a binding, enforceable contract between you and Aurora Collection Bureau and our merchant services affiliates, National Discount Merchant Services and Simplicity Collect ("us", "we", "our"), in connection with the Service offered through this Site.

**Eligibility** Only individual residents of the United States who are 18 years of age or older may use this service.

**Types of Payments and Payees** Payments that you authorize will be made from a bank account or other payment account designated by you. It is your sole responsibility to establish and maintain the payment account and to pay all fees and/or costs associated with that account.

**Payment Authorization** By accessing and using this Service, you provide us with the authority to process your payments according to your instructions and to establish and maintain your payment information.

We will use reasonable commercial efforts to apply all your payments in according to your instructions. However, we will not incur any liability if we are unable to complete any of your payments due to the following reasons:

- 1) You have provided us with incorrect payment account information.
- 2) Your payment account contains insufficient funds to complete the transaction.
- 3) We have been provided inaccurate information by the individual or entity to whom you are making the payment.
- 4) The Service is not working correctly and you know or have been advised by us about the malfunction before you execute the transaction.
- 5) Circumstances beyond our control.

**Permitted Use** You agree to use this Service solely to pay legal obligations on your behalf or on behalf of another (see PAYMENTS MADE BY SOMEONE OTHER THAN THE ACCOUNT HOLDER). You agree to use this Service in strict compliance with applicable law.

**Payments Made by Someone Other than the Account Holder** If you are making a payment to satisfy the obligation of a person with an account at Aurora Collection Bureau but are not the actual account holder, you represent and warrant that you have been authorized by the account holder to make a payment on his or her behalf.

**Initiation of Payments in a Timely Manner** By using this Service, you are authorizing us to charge the payment account you designate and to remit funds on your behalf. It is your responsibility to

initiate payments in a timely manner, so that the funds will arrive on or before the date on which they are due. If a payment has not been applied in accordance with your instructions, it is your duty to notify us.

**Limitation of Liability** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THIS SITE OR THESE SERVICES. IF WE LEARN OR YOU INFORM US THAT WE HAVE MADE A MISTAKE IN APPLYING YOUR PAYMENT, WE WILL TAKE ONE OF THE FOLLOWING ACTIONS, AT OUR SOLE DISCRETION:

- 1) WE WILL REAPPLY THE PAYMENT IN ACCORDANCE WITH YOUR ORIGINAL INSTRUCTIONS.
- 2) IF YOU HAVE PAID A FEE TO ACCESS THIS SITE, WE WILL REFUND THE FEE TO YOU

THIS IS YOUR SOLE AND EXCLUSIVE REMEDY.

**Amendments and Modifications** We may modify these terms and conditions from time to time without notice. The terms and conditions in effect at the time you use this Service are the terms and conditions that govern your use.

**Intellectual Property** As between you and us, we own all right, title and interest in and to the Service and the Site, including all related technology, trademarks and other intellectual property rights. You expressly agree not to (a) copy, modify, adapt, translate, publish, port, display, license, sublicense, rent, lend, lease, loan, sell, resell, assign, transfer, distribute, make derivative works (including, without limitation, improvements, enhancements, revisions or modifications) of, or otherwise transfer or assign any right to, the Site or the Service; (b) decompile, disassemble, reverse engineer or otherwise attempt to identify, reconstruct, derive or discover the source code (or the underlying ideas, user interface techniques, algorithms, structure or organization) of the Site or the Service; (c) remove any copyright, trademark, patent or other proprietary notices from the Site or the Service; (d) use the Site or the Service for any purpose other than as expressly authorized herein; or (e) challenge the validity of the copyright or any other rights of the Site or the Service, or title or interest thereto.

**Disclaimers** THE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. WE MAKE NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, COMPLETENESS, TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SITE, THE SERVICE, OR ANY OF THE CONTENT, SERVICES, PRODUCTS, SOFTWARE OR OTHER MATERIALS AVAILABLE THROUGH THE SITE.

**Indemnification** You shall insure us against any damages we may suffer from your failure to abide by these terms and conditions.

## Miscellaneous

**Consent to Jurisdiction** By using this Service, both you and we submit to the exclusive jurisdiction of the federal, state and county courts located in Colorado for the purposes of any lawsuit filed by you or us. If you or we wish to file a lawsuit or other legal action, you or we must do so in a county, state, federal court in Colorado. You hereby waive any objection to these terms. If any legal action or any arbitration or other

proceeding is brought in connection with these Terms and your use of the Service, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which we may be entitled. YOU AND WE ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THESE TERMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, YOU AND WE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS, THIS SITE OR THE SERVICES.

**General** These Terms: 1) contain the entire agreement between you and us with respect to the Site and the Services; It supersedes all oral agreements, and all prior written agreements; 2) are governed by, and will be construed and enforced in accordance with, the laws of the State of Colorado without giving effect to any conflict of laws rules; and 3) are binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. You may not assign your rights or delegate your obligations hereunder to any third party. Any waiver of any breach or violation of any provision of these Terms will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of these Terms which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**Equitable Relief** You acknowledge and agree that you or we may be irreparably damaged in the event that these Terms are not performed as required herein, and that money damages alone may not be a sufficient remedy for such non-performance. Accordingly, you and we agree that that equitable and fair relief may be appropriate, and may include an order requiring you or us to cease engaging in a specific act, or it may require that you or us take specific action. In this event, neither you or we will be required to post a bond or other security or to prove actual damage or harm. Equitable relief shall not be deemed to be an exclusive remedy, but shall be in addition to all other available remedies.

**Notices** You agree that we may provide notices to you by using one or more of the following methods: Posting them on this Site; Emailing them to an email address that you have provided; Sending them via text message to a mobile number you have provided; Or by mailing them to a postal address that you have provided. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by U.S. mail, which shall be deemed received by you no later than five (5) calendar days after it is mailed. You may provide notice to us at [info@acbcollection.com](mailto:info@acbcollection.com). Notices sent to us will be deemed received upon our receipt of such notices.