

## Legal Disclosure

Thank you for accessing the self-service portal for CheckMark Collections. If you are using the self-service portal to make a payment (sometimes called an “electronic transfer,” because funds are transferred”), you are agreeing to the terms and conditions presented on this page.

## Terms and Conditions

### **IMPORTANT DISCLOSURES REGARDING ELECTRONIC COMMUNICATIONS**

Pursuant to the federal Electronic Signatures in Global and National Commerce (“ESIGN”) Act, we must obtain your consent prior to delivering legal disclosures to you in electronic format. Additionally, we wish to inform you of your rights as follows: CheckMark Collections. You acknowledge that any communication of any kind (email or otherwise) that you receive from CheckMark Collections now or in the future is a communication from a debt collector, that the communication is an attempt to collect a debt, and that any information received by CheckMark Collections will be used for debt-collection purposes. This is so even if an individual communication does not specifically recite disclosures to that effect.

CheckMark Collections can communicate with you via email, telephone, or SMS text regarding your payments or dispute, including but not limited to sending receipts and payment-declined notices. Email communications are not secure. For any communication from CheckMark Collections sent to the email address and phone number you provide, you assume the risk that a third party might view or access the email or text communication; and you waive any claim you might have against CheckMark Collections for any third party viewing or accessing the communication. You also acknowledge that you may opt out of email and/or text communications at any time.

You acknowledge that any email communication from CheckMark Collections may consist of an email message with one or more attachments, and that an attached document may require a password to open. You further acknowledge that any such attachment might contain important disclosures or notices. You agree that you will treat an email communication and its attachment(s) as one document, that you will carefully review the entire attachment(s)—including any disclosures or warnings—and give due consideration to all portions of the attachment(s), and that you waive any claim you might have that any content of an attachment is inconspicuous or inaccessible, or otherwise is overshadowed by the email itself or by other content in an attachment. You represent that you will incur no charges for any electronic communication sent by CheckMark Collections, or that if you do incur a charge, you waive any claim you might have against CheckMark Collections for causing you to incur a charge for receiving such communication.

You expressly consent that, with regard to any telephone number you provide, CheckMark Collections may contact you by any means, including using pre-recorded voice, an automated dialer or SMS text message.

You acknowledge and/or represent: (1) that any email communication you receive from CheckMark Collections now or in the future, no matter the time it is sent or the time it is received, is not a communication at an unusual time, nor is it a communication at a time or place which is inconvenient to you; and you understand and authorize that such communication could occur at any hour of the day or night; (2) that you are not represented by an attorney with respect to your debt, although you have had an opportunity to have these terms and conditions reviewed by an attorney; and (3) that you affirm that the email address and telephone number you provide to us is not owned or furnished by your employer.

You understand that not every communication from CheckMark Collections will necessarily be via email. CheckMark Collections may, in its discretion or when required by law, communicate via other methods.

You understand that the legal name of CheckMark Collections is "ACCOUNTS RECEIVABLES, INC dba CHECKMARK COLLECTIONS" If any communication from CheckMark Collections uses a shortened form of its full legal name (such as "Checkmark" or "ARI"), you nevertheless recognize any shortened form as a true name of CheckMark Collections; and you waive any claim you might have against CheckMark Collections for failure to use its full legal name.

You acknowledge that some states and cities require that certain disclosures be made by a debt collector to residents of those places, in communications regarding debt collection. You agree that any communication you have with CheckMark Collections is understood to incorporate these disclosures, even if an individual communication does not specifically recite the disclosures. You also acknowledge that you may have other rights in those and other places that are not specifically stated below.

We are required under certain Federal, State and Local laws to notify consumers of certain rights. This list does not contain a complete list of the rights for consumers under Federal, State, or Local laws.