TERMS AND CONDITIONS | PRIVACY POLICY:

Javitch, Block LLC is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

PRIVACY POLICY

Javitch Block LLC <u>privacy policy</u>
PaymentVision, Inc privacy policy

Terms and Conditions

You must read these terms and conditions carefully and agree that your use of this payment portal is governed by these terms and conditions before making any online payment.

Consent to electronic communications:

By entering your email address and phone number above, you consent to receive electronic communications from Javitch Block LLC (JB) concerning your account (s) with JB, including but not limited to, account history, balance information, payment instructions or records, terms and or conditions of repayment, reminders or consequences of non-payment, verification or validation information; and/or income, employment, or asset information, at the email address or phone number you provided. This consent is effective from the date you agree to these terms and conditions until you revoke your consent and applies to your current account(s) and any future account placed with our offices. You can revoke your consent to receive electronic communications with us by email to CLE@jbandr.com, in writing at 1100 Superior Ave., 19th Floor, Cleveland, OH 4414 or by fax to 216-623-0190. By entering you're your contact information and clicking "I agree," you also agree that you have signed or similarly authenticated this agreement and these terms and conditions to the same extent as if you had signed this agreement with a blue ink pen with your own hand.

E-Sign consent to electronic records:

Further, by clicking "I agree," you understand, consent and agree to the following:

1. You have the option to receive records from us in paper or electronic format, and by agreeing to electronic records, we will no longer send you paper records in the mail; you have the right to withdraw your consent to receive electronic communications and that there are no consequences or fees for withdrawing your consent; this consent applies to this agreement, and all agreements, notices, disclosures and other communications during our relationship that we must provide to you to satisfy any legal requirement that such communications be in writing; to revoke your consent to electronic communications, you can e-mail us at CLE@jbandr.com or via fax at 216-623-0190 or at 1100 Superior Ave., 19th Floor, Cleveland, Ohio 44114, attention: Revoke Consent; to update your e-mail contact information, you may send it to us attention: Consumer Update; and if you wish to obtain a paper copy of

these electronic records free of charge, you may send the request to us attention: Consumer Records Request.

- 2. You understand that certain hardware and software requirements exist for access to and retention of these electronic records. To receive electronic records, you need a computer, smart phone or tablet with the latest version of Adobe Acrobat Reader, internet access, Internet Explorer, Firefox, Chrome or Safari, and a valid e-mail address. You must also have and maintain a printer capable of printing any records that are e-mailed to you and/or made available on our Web site. By supplying us with an email address, we will assume the email address is a non-work email address or that you consent to receiving emails from us at the email address you provide to us. A charge, in accordance with the terms of your agreement with your internet service provider, may result from these communications.
- 3. We will notify you if we change these hardware and software requirements. In such case, we will inform you of the new hardware and software requirements, that you can withdraw your consent without any fees or conditions or consequences not previously disclosed, and that your consent to these changes is required.

Consent to Artificial and Pre-Recorded Voice Messages:

By agreeing to these terms and conditions, enrolling in this payment system and by entering a telephone number or each time you confirm your currently displayed telephone number associated with your account, you: (A) Represent to Javitch Block LLC (JB) that you are the current owner and authorized user of telephone number, whether such number is associated with a residential landline, cellular phone, VoiP phone or any other service that charges you for such calls (hereinafter "your number") and/or that you have the delegated legal authority to consent and act on behalf of the owner of your number; (B) You consent to the receipt of artificial, pre-recorded, automated voice messages from JB at your number; (C) You agree that JB or its respective agents may use an automatic telephone dialing system to call your number or send messages to your number, and may use an artificial, pre-recorded, or automated voice to communicate with you at your number; and (D) You further acknowledge and agree: (i) You are responsible for any fees or other charges that your wireless carrier or service provider may charge for any related data, text, calls or other message services, including without limitation for short message service and you will check your mobile service agreement for details or applicable fees; (ii) You will immediately notify us if your number or email address you have enrolled is re-assigned, surrendered, terminated or changed by you; and (v) To cancel text messaging from JB, you may call us at 800-837-0109, or send an e-mail to CLE@jbandr.com or via fax at 216-623-0190 or by mail at 1100 Superior Ave., 19th Floor, Cleveland, Ohio 44114, attention: Consumer Records Request, and you expressly consent to receipt of a text message to confirm your "STOP" request.

EFT Authorization:

You understand that you have the option to make payment to us by paying in person with cash, or by mailing your payment by check, or money order. By choosing to use a bank account as your payment method, you will be able to complete your payment using any valid automated clearing house ("ACH") enabled bank account at a United States-based financial institution. An authorization to conduct an ACH transfer may result in the withdrawal of funds from your account as soon as 24 hours from the time we receive your authorization. We will send you a confirming notice electronically containing the date on or after which your account will be debited, the amount of the debit entry to your account, your name, a telephone number that is available to you and answered during normal business hours for customer inquiries, the date of your authorization, and a statement that the authorization obtained from you will be used to originate an ACH debit entry to your account. For recurring debits, we will send subsequent confirming notices electronically advising you when we intend to process your future ACH debits within a range of dates, not less than three days nor more than ten days in advance of each of the scheduled transfer dates. If your payment is returned unpaid for insufficient or uncollected funds, you understand that a charge or fee may be imposed by your financial institution in accordance with your deposit agreement with your financial institution. If your payment is returned unpaid for insufficient or uncollected funds, you understand that we may initiate a one-time ACH debit of your account equal to the amount we were charged because of the dishonored item. You understand that your authorization may be revoked or cancelled by you, if we receive notice from you, not less than three business days in advance of the scheduled payment date. If you need more information about any such transaction, you should contact us as soon as possible to discuss your payment, at 800-837-0109, or send an e-mail to CLE@jbandr.com or via fax at 216-623-0190 or at 1100 Superior Ave., 19th Floor, Cleveland, Ohio 44114, attention: Revoke Authorization. If you believe that your account has been debited improperly, you should immediately contact your financial institution. You understand that if you wish to update your e-mail contact information, you may call us at 800-837-0109, or send an e-mail to CLE@jbandr.com or via fax at 216-623-0190 or at the address listed below, attention: Consumer Update, and if you wish to obtain a paper copy of these electronic records free of charge, you may call us at 800-837-0109, or send an e-mail to CLE@jbandr.com or via fax at 216-623-0190 or at 1100 Superior Ave., 19th Floor, Cleveland, Ohio 44114, attention: **Consumer Records Request.**

IMPORTANT CONSUMER INFORMATION GENERALLY:

State specific disclosures provided below are not intended to imply that Javitch Block LLC engages in retail consumer debt collection activities in each state listed.

IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS WEBSITE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

NOT ALL OUR EMPLOYEES ARE ATTORNEYS AND NOT ALL COMMUNICATIONS FROM US ARE FROM OUR ATTORNEYS. UNLESS YOU RECEIVED A COMMUNICATION FROM ONE OF OUR ATTORNEYS, THIS COMMUNICATION IS WITH US ACTING SOLELY AS DEBT COLLECTORS, NOT ATTORNEYS, REGARDING YOUR ACCOUNT.

WE ENDEAVOR TO PROVIDE YOU WITH ACCURATE FINANCIAL INFORMATION AT ALL TIMES. AS OF THIS DATE, THE AMOUNT YOU OWE WILL BE DISPLAYED ON OUR WEBSITE UNDER YOUR ACCOUNT INFORMATION. BECAUSE COMPONENTS OF THE CURRENT BALANCE MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. HENCE, IF YOU PAY THE AMOUNT SHOWN ON OUR WEBSITE, AND A COMPONENT AMOUNT OF THE CURRENT BALANCE CHANGES AFTER THIS DATE (E.G., INTEREST, IF APPLICABLE), AN ADJUSTMENT MAY BE NECESSARY AFTER WE RECEIVE YOUR CHECK, IN WHICH EVENT WE WILL INFORM YOU BEFORE DEPOSITING THE CHECK FOR COLLECTION. FOR FURTHER INFORMATION, WRITE US OR CALL US.

STATE SPECIFIC CONSUMER INFORMATION

CALIFORNIA RESIDENTS:

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.

COLORADO RESIDENTS:

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. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE https://coag.gov/office-sections/consumer-protection/consumer-credit-unit/collection-agency-regulation/

MASSACHUSETTS RESIDENTS:

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 CREDITOR.

OUR TELEPHONE NUMBER IS (800) 837-0109. AND OUR OFFICE HOURS ARE MONDAY & WEDNESDAY: 8AM-7PM, TUESDAY, THURSDAY, & FRIDAY 8AM-5PM, SATURDAY: 8AM-12PM (EASTERN TIME).

NEW YORK RESIDENTS:

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. 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 60 day.

NEW YORK CITY RESIDENTS:

This collection agency is licensed by the New York City Department of Consumer Affairs, License No. 1330441. PLEASE CONTACT JAMES OH WITH ANY QUESTIONS OR CONCERNS AT (800) 837-0109.

Javitch Block LLC does not provide language access services.

TENNESSEE RESIDENTS:

JAVITCH BLOCK LLC is licensed by the collection service board of the department of commerce and insurance.

WASHINGTON RESIDENTS:

JAVITCH BLOCK LLC WASHINGTON LICENSE NUMBERS & LOCATIONS LISTED BELOW

602-132-663, 100 SUPERIOR AVE E FL 19, CLEVELAND OH 44114-2521