

AGREEMENT

Welcome to Frost-Arnett's payment portal located at www.facpayments.com ("Payment Portal"). "You," the user who has provided information into the login fields on the Payment Portal, have agreed that by entering your information you hereby agree to the terms of this payment site agreement ("Agreement").

These terms may be periodically changed at Frost-Arnett's sole discretion. You are responsible for reading these terms each time you log in to the Payment Portal. If you do not agree to any of the terms below, do not log in to the Payment Portal. You may instead call the toll-free number located on the login screen to make a payment or contact us.

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

By entering your information on the login page, you further acknowledge you have been directed to the Payment Portal by a written communication from Frost-Arnett, 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.

Frost-Arnett reserves the right to modify or discontinue the Payment Portal, including any individual features, at any time, with or without notice to you. Frost-Arnett shall not be liable to you or any third party if Frost-Arnett chooses to exercise such right. Modifications may include, without limitation, changes in the pricing structure, the addition of fee-based services or changes to limitations on allowable file sizes. Any new features that augment or enhance the services on the Payment Portal are also subject to this Agreement. The Payment Portal is provided "AS IS" with no warranty of any kind associated with the performance of the Payment Portal.

IMPORTANT NOTICE ABOUT YOUR CONTACT INFORMATION.

By providing information on the Payment 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 Frost-Arnett 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.
- Frost-Arnett 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 Frost-Arnett permission to contact you about any debt(s) you have

with Frost-Arnett via email. This consent applies to any debt(s) you have with Frost-Arnett from the point of disclosure until revocation of such consent. You understand and acknowledge the information Frost-Arnett 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 Frost-Arnett of this issue. You may revoke consent at any time by submitting a request at <https://www.frost-arnett.com/consumer-services/contact-us/> or calling Frost-Arnett at 1 (855) 287-7043.
- By submitting a telephone number, you acknowledge and agree that Frost-Arnett 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 ELSE 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 Frost-Arnett 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 Frost-Arnett through the “Consumer Services” option at our website at <https://www.frost-arnett.com/consumer-services/contact-us/>. Upon receipt of your notice, Frost-Arnett will mail a paper copy of any of the documents originally delivered in electronic format within 45 business 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 submit a request through our website at <https://www.frost-arnett.com/consumer-services/contact-us/> to update your Contact Information. You understand that Frost-Arnett 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.

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

Fees. Unless prohibited by law, fees may be assessed for certain types of payment options available on this Payment Portal. If fees apply, the Payment Portal will include where such fees would apply. Other payment options are always available that do not include any fees, which you may utilize by calling the toll-free number listed, instead of using the Payment Portal.

Language Requirements. 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 Payment Portal is a communication from a debt collector and is an attempt to collect a debt. Any information obtained from the Payment Portal will be used for that purpose.
- **Prohibited states.** You may not use the Payment Portal if you are a resident of any of the following states: Alaska or Hawaii. We also do not collect in the cities of Yonkers and Buffalo, New York, and Wilmington, Delaware. You are responsible for leaving the Payment Portal if you are resident of any of these prohibited states and/or cities.
- **California.** As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the validation period that was included in the initial communication you received.

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.

Nonprofit credit counseling services may be available in the area.

- **Colorado.** Our local office address in Colorado is: Colorado Manager, Inc., 80 Garden Center #3, 81 Bloomfield, Colorado 80020. Our local number in Colorado is: (320) 920-4763.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

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.

- **Massachusetts.**

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. Frost-Arnett's registered assumed name in the state of Minnesota is Frost-Arnett Company.

If you feel that your concerns have not been addressed, please contact Frost-Arnett and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

This collection agency is licensed by the Minnesota Department of Commerce.

- **New York.** New York City Department of Consumer Affairs License Number is: 2016518-DCA.

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.

- **Nevada.** If the consumer pays or agrees to pay the debt or any portion of the debt, the payment or agreement to pay may be construed as: (1) an acknowledgment of the debt by the consumer; and (2) a waiver by the consumer of any applicable statute of limitations set forth in NRS 11.190 that

otherwise precludes the collection of the debt; and (3) if the consumer does not understand or has questions concerning his/her legal rights or obligations relating to the debt, the debtor should seek legal advice.

- **North Carolina.** Frost-Arnett permit numbers include: Nashville permit number is 101295, Houston permit number is 113235, Campbellsville permit number is 113234.
- **Tennessee.** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.
- **Utah.** As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the validation period that was included in the initial communication you received.
- **Washington.** Washington requires you receive information about your account, which has been provided to you. If you need to get any information from us about your account that you did not see on the Payment Portal, please call us at our toll-free number anytime to obtain this information.
- **Wisconsin.** This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

Third-Party Content and Commercial Site. The commercial site for Frost-Arnett that is located at www.frost-arnett.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 Frost-Arnett's control and Frost-Arnett has no affiliation, does not endorse, or take responsibility for any Third Party Content.

You hereby acknowledge that Frost-Arnett is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the Third Party Content, nor is Frost-Arnett 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 Frost-Arnett.

The Commercial Site does not include any attempt to collect a debt, but still is the Commercial Site of a debt collector. Frost-Arnett utilizes the Payment Portal only to collect any payment information. By using the Payment Portal, you hereby acknowledge that the Payment Portal includes an attempt to collect a debt and any information obtained will be used for that purpose. The Payment Portal is the only place you can enter information to make a payment to Frost-Arnett online.