

# The Guarantors

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The Terms of Use (the "Agreement") sets forth the terms and conditions that apply to a user's ("you," "your," "debtor") use of the websites located at [www.paynow.theguarantors.com](http://www.paynow.theguarantors.com), inclusive of all materials, information, and webpages (the "Site"), software and/or web based software accessed online (the "Software") and/or any services offered therein (the "Service"), which may be offered to you by The Guarantors ("The Guarantors," "we," "our," "us," "Creditor").

The Service and Site is offered and available to users who are 18 years of age or older. By using the Service and Site, you represent and warrant that you are of legal age to form a binding contract with the us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site or Service.

BY USING THIS SITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. Further, you agree to be bound by all applicable terms of the Terms of Service (the "Terms of Service"), located at <https://www.theguarantors.com/terms>. If you do not agree to be bound by this Agreement and the Terms of Service, please discontinue your use of the Site and/or Service.

### 1. Use & Purpose

The Service is designed to allow The Guarantors to collect its own debt by facilitating payments from debtors. The Service is not utilized by a debt collector nor does Paydit function as debt collector on behalf of us. The Guarantors acknowledges and represents that all debts it attempts to collect through the Service are its own and owed to it by debtor, valid, legally enforceable, and within the scope of applicable laws and regulations.

The Guarantors offers the Service at no fee to debtors to negotiate account(s) online. We store and manage customer data at The Guarantors in order for users to access their account data and make online payments or interact with the data to negotiate an agreement and terms of payment. Users access the Site through a personal computer or mobile device using a communications connection (e.g., modem, telephone line, wireless, etc.). As part of the Site, you may be provided with options that may include information, editorial content, links to other websites and other computer services that The Guarantors may decide to offer, subject to the terms hereof. The Guarantors may, in its sole discretion, discontinue or alter any aspect of this site, including, but not limited to: (a) Restricting the time of availability; (b) Restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems); (c) Restricting the amount of use permitted; and (d) Restricting or terminating any user rights to use all or part of the Service, at any time in The Guarantors's sole discretion and without prior notice or liability. You are responsible for all charges associated with connecting to the Site but The Guarantors does not charge users to access the site and use its functionality.

The Site may contain material that is derived in whole or in part from material supplied and owned by other related companies and sources. All material on this Site is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from the Software, including but not limited to code and software ("Material"). You may, however, download Material from the pages offered to the public for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices and use the Material in accordance with all restrictions applicable to your use of the Service in general. In the event that you download Material from the Service, such Material is licensed to you by The Guarantors and The Guarantors does not transfer title of any such Material to you.

### 2. Restrictions

It is a condition of your use of the Site that you do not:

- a) Restrict or inhibit any other user from using and enjoying the site;
- b) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any images or other material depicting nudity as herein defined;
- c) Post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive

use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, worms or trojan horses;

d) Post or transmit any information, software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder, including WAREZ (copyrighted material distributed without permission);

e) Post or transmit any information, software or other material that contains a virus or other harmful component;

f) Post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or phreaking;

g) Post, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," or "chain letters";

h) Solicit other users to join, become members of, or contribute money to any other online site or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;

i) Impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;

j) Resell, redistribute, broadcast or transfer the information or use the information derived from the Service in a searchable, machine-readable database;

k) Use the site to collect personally identifying information about users of the site in violation of our Privacy Policy;

l) Disguise a file type to thwart The Guarantors's detection processes;

m) Post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;

n) Attempt to gain unauthorized access to other computer systems or networks connected to The Guarantors site or software;

o) Use the site or software, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. The Guarantors, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision. You may not use any Material in connection with any site or other use that contains or is associated with information or content prohibited by this section.

### 3. Registration & Account Use

The Guarantors invite debtors to the Site. Users must provide certain information to access their data and use the functions of the Service and Site. You agree to provide true, accurate and complete information about yourself. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if we suspects that your information is untrue or inaccurate, not current, or incomplete, The Guarantors may, in its sole discretion, suspend or terminate future access to the Software.

When using the Site, please be certain that anything you say does not compromise your personal safety. Do not provide your name, phone number, postal or e-mail address, your password, or any other personally identifying information to people you do not know. Do not continue any conversation online that makes you feel uncomfortable.

By uploading files, inputting data, or engaging in any other form of communication (a "Communication") through the Site or your account, you are granting The Guarantors a royalty-free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license, subject to all applicable laws and regulations, to:

a) Use, copy, sublicense, adapt, transmit, publicly perform, display, or create derivative works from any such Communication; and

b) Sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Communication. No Communication shall be subject to any obligation of confidence on the part of The Guarantors, except that confidential information shall be deemed personal and confidential and will not be disclosed to any 3rd party, except as a result of a court order.

Any personal information supplied hereunder will be subject to the terms of our privacy policy. Public webpages are currently provided for free. The Guarantors reserves the right to change the nature of our free public access pages at any time.

### 4. Authentication Data

You access Site by providing certain identifying information, which may include, the last four digits of your Social Security Number, birth date, and a combination of other criteria including, but not limited to: the phone number you were contacted at or the Creditor's reference number we provided. You agree that you will immediately notify us of any unauthorized use of your data or account, or any other breach of security and that you will log off of the software at the end of each session to prevent fraud on your account by third parties.

### 5. Payment Processing

The Service enables debtors to make payments towards their debt using various payment methods, including but not limited to credit cards, debit cards, and electronic bank transfers. Creditor agrees to provide accurate and up-to-date information regarding the debt being collected and the payment amount to be processed.

### 6. Security

Paydit, our third-party service provider, and The Guarantors take reasonable measures to ensure the security and confidentiality of information provided by Creditor and debtors including but not limited to encryption and password protection. However Creditor acknowledges that no

security measures are perfect, and neither Creditor nor Paydit cannot guarantee the absolute security of information transmitted through the Service.

## 7. Compliance with Laws

Creditor agrees to use the Service in compliance with all applicable laws and regulations, including but not limited to applicable debt collection laws, privacy laws, and anti-money laundering laws. Creditor represents and warrants that it has all necessary licenses, permits, and authorizations to use the Service and collect debts. You likewise acknowledge and agree to use the Service in compliance with all applicable laws and regulations and not use the Service in any manner that constitute misfeasance or unlawful activity.

## 8. Disclaimer of Warranty

The Guarantors HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SERVICE. NEITHER The Guarantors, ITS PARENT OR SUBSIDIARY COMPANIES NOR ITS AFFILIATES OR SUPPLIERS OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICE ON THESE THIRD PARTY SITES. THE SERVICE, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SERVICE, AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, The Guarantors DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. The Guarantors DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SERVICE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, INCLUDING THE STORAGE SERVICE AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. The Guarantors DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SERVICE OR IN THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE.

You assume all risk of errors and/or omissions, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Site, including the information, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided hereunder. You acknowledge and agree that your use of the Site, and any information sent or received in connection with same, may not be secure and may be intercepted by unauthorized parties.

YOUR USE OF THE SITE, ITS CONTENT, AND SERVICE OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, OR APPLICATION.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY.

## 9. Limitation of Liability

IN NO EVENT SHALL The Guarantors, ITS SUBSIDIARY COMPANIES OR ITS AFFILIATES OR SUPPLIERS OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICE ADVERTISED IN OR OBTAINED THROUGH THE SERVICE, The Guarantors'S REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED OR POSTED ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF The Guarantors OR ANY OF ITS SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT The Guarantors, ITS PARENT OR SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **10. Indemnification**

You agree to defend, indemnify, and hold harmless the us, our affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) your violation of this Agreement (ii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; and/or (iii) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities. You will cooperate as fully required by us in the defense of any claim. We reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of us. This Section shall survive the expiration or termination of this Agreement.

## **11. Termination**

The Guarantors may, in its sole discretion, terminate your password, account (or any part thereof) or use of the Site, or remove and discard any Communication transmitted by you, or information stored, sent, or received via the Service without prior notice and for any reason or no reason at all, including, but not limited to: (a) Concurrent access of the Site with identical user name and password; (b) Permitting another person or entity to use your user name and password to access the Site; (c) Any other access or use of the Site except as expressly provided in this Agreement; (d) Any violation of the terms and conditions of this Agreement or the rules and regulations relating to the use of, the software and/or data files contained in, or accessed through, the Site; and (e) Tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site.

## **12. Modifications**

We may update or modify the Agreement at any time without prior notice. Any changes to the Agreement will be effective upon posting on the Site. Your continued use of the Service after any such changes constitutes acceptance of the updated or modified Agreement.

## **13. Intellectual Property**

The Service, including but not limited to its software, design, logos, trademarks, and content, is owned by The Guarantors, third-parties, or their licensors and is protected by intellectual property laws. Creditor is granted a limited, non-exclusive, non-transferable, and revocable license to use the Service for limited purposes only. None of the intellectual property may not be copied, downloaded or otherwise exploited without the permission of The Guarantors or the owner of such trademark, service mark or trade name.

## **14. Confidentiality**

Creditor agrees to keep confidential all non-public information obtained through the use of the Service, including but not limited to debtor information, payment information, and any other information that may be considered confidential under applicable laws or regulations.

## **15. Geographic Restrictions**

We are based in the State of New York in the United States. We provide this Service and Site for use only by users located in the United States. We make no claims that the Service or Site is accessible or appropriate outside of the United States. Access to the Service and Site may not be legal by certain persons or in certain countries. If you access the Service or Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **16. Governing Law and Jurisdiction**

This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to either binding arbitration or court proceedings, at the sole election of us, in the exclusive jurisdiction and venue of courts in New York, U.S.A. or before arbiters sitting in New York State, regarding any and all disputes relating to this Agreement or your use of the Service or Site.

## **17. Entire Agreement**

This Agreement constitutes the entire agreement between The Guarantors and you with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and representations, whether oral or written, relating to the Service and Site.

## **18. No Assignments**

You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of The Guarantors. Any assignment of the foregoing other than as provided for in this section shall be null and void.

## **19. Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable.

## **20. Waiver**

No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. The failure of us to enforce any provision of this Agreement shall not be deemed a waiver of our right to enforce such provision in the future, nor shall any waiver of any breach of this Agreement be construed as a waiver of any other provision or subsequent breach of the same provision.

## **21. Relationship of Parties**

Paydit and Creditor are independent parties, and nothing in this Agreement shall create any agency, partnership, joint venture, employment, or other relationship between the parties.

By using the Service and Site, debtor acknowledges that it has read, understood, and agreed to this Agreement. If debtor does not agree to this Agreement, debtor must not use the Service or Site.