

## OUR DEBT COLLECTION TERMS AND CONDITIONS

### Terms of use

1. Acceptance of Terms of Use and Amendments. Every time you use or cause access to this web site, you agree to be bound by our Terms of Use, and as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this web site, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms of Use. Please see our Privacy Policy, which is incorporated into these Terms of Use by reference.

2. Our Service. Our web site and services are provided to you on and through our web site on an "AS IS" basis. You agree that the owners of this web site exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this web site and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information. From Time to time the website may not display any information due to server errors, whilst every effort is made to minimise the web sites down time, we accept no responsibility or liability for these periods of interruption.

3. Your Responsibilities and Registration Obligations. In order to use this web site, you must register on our site, agree to provide truthful information when requested, and be at least the age of eighteen (18) or older. When registering, you explicitly agree to our Terms of Use which may be modified by us from time to time, and is available here.

4. Privacy Policy. Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

5. You agree to provide truthful and accurate information regarding your contact information, the debtors contact information and the debt itself. No letter or recovery action will begin until we have received your payment via our PayNow button.

6. We reserve the right to decline your completed form and therefore your order without giving any reason.

7. All letters will be sent by Royal Mail 1st class delivery. We accept no responsibility whatsoever for letters delivered late, rejected by the recipient, lost in the post, delivered to the wrong address or disrupted by any third party.

7.1 No guarantee is given that once your debtor has received our demand for payment you will actually get paid. Whilst we will endeavour to recover your money for you the debtor has the right to ignore our demand for payment. No refund will be given if this is the case.

7.2 We will send only 2 letters to the debtor, further letters may be charged at the same rate if ordered.

7.3 We will endeavour to contact the debtor by phone. We will not make calls to premium rate telephone numbers or International numbers. We will keep trying to contact the debtor a maximum of 6 times a day for 1 week. If we have not spoken to the debtor in this time we will cease trying. No refund will be made if we do not speak with the debtor.

7.4 We reserve the right not to accept phone calls from debtors if they are abusive.

7.5 You agree to indemnify us against any legal action the debtor may take against us due to inaccurate

information you have provided.

8. We will calculate Statutory Interest under the Late Payment of Commercial Debts Act and statutory compensation. No guarantee is made however that the debtor will pay these costs.

9. Indemnification. You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this web site or service, your provision of Content, your violation of this Terms of Use or any other violation of the rights of another person or party.

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11. Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO OR THROUGH THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

14. Applicable Law. You agree that this Terms of Use and any dispute arising out of your use of this web site or our products or services shall be governed by and construed in accordance with the law of England, without regard to its conflict of law provisions. By registering or using this web site and service you consent and submit to the exclusive jurisdiction of English Law.

15. Miscellaneous Information. (i) In the event that this Terms of Use conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Use will remain valid and intact; (ii) The failure of either party to assert any right under this Terms of Use shall not be considered a waiver of any of that party's right and that right will remain in full force and effect; (iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this web site or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred; (iv) We may assign our rights and obligations under this Terms of Use and we shall be relieved of any further obligation.