

Online Payment Terms and Conditions

Universal Credit Services, Inc. ("UCS") is offering this online payment service ("Payment Service") as a convenience to you. UCS is a debt collector and any information obtained will be used for this purpose.

AUTHENTICATION AND AUTHORIZATION FOR PAYMENT SERVICE USAGE

This Payment Service incorporates commercially reasonable methods to authenticate and secure the information that you have supplied in order to make a payment through this Payment Service. You will not be able to submit a payment until you register with the Payment Service. You will not be allowed to use the Payment Service to make payments to UCS until you have read and accepted these Online Payment Terms and Conditions and have acknowledged doing so by clicking the "I Accept" button on the payment page. **IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THIS PAYMENT SERVICE.**

As the user of the Payment Service, after your acceptance of these Online Payment Terms and Conditions, you will have submitted your banking account or credit card account (your "Designated Account") information. You are responsible for any legal, regulatory, or banking penalties and fees that may be assessed for supplying false information for use with the Payment Service.

By accepting these Online Payment Terms and Conditions, you authorize UCS, through the Payment Service, to initiate a charge to your Designated Account according to your instructions. Each time you use the Payment Service to make a payment to UCS, you will be reauthorizing UCS to charge your Designated Account according to your instructions.

If your Designated Account is a credit card that is declined, UCS may, in its discretion, attempt to process the payment again, and any charges for the initial or subsequent payment attempt will be paid by you. If no funds are available when the second attempted deduction is made, no payment will be posted to your account, and a representative of UCS will contact you regarding alternate payment methods.

If your Designated Account is a checking account and your payment is rejected because of insufficient funds, UCS may, in its discretion, attempt to submit the payment to your financial institution again, and any charges for the initial or subsequent payment attempt will be paid by you.

By accepting these Online Payment Terms and Conditions you expressly agree, represent and warrant that:

- You are 18 years old or older;
- You possess the legal right and ability to agree to these Online Payment Terms and Conditions;
- You are using your actual identity and any information you provide is accurate and complete;
- All access and use of the Payment Service Site and its contents is at your own risk and will be undertaken in accordance with the Online Payment Terms and Conditions;
- You are legally authorized to make payments using your Designated Account;

- You may elect to make payment(s) to UCS utilizing a payment method other than the Payment Service;
- No payment, or any portion of any payment, will be posted to your account until UCS receives payment from your banking institution;
- You will take all reasonable steps to protect the security of your login and password details, as well as any electronic device through which you access the Payment Service including, without limitation, using PIN and/or password protected personally configured device functionality to access the Payment Service and not sharing your device with other people;
- You will immediately notify UCS of any unauthorized use of your account or any other breach of security known to you regarding the Payment Service;
- You authorize UCS to call or send SMS text messages using an automatic telephone dialing system or prerecorded message to any phone number that you have provided to UCS or any client of UCS regarding your account(s) including, but not limited to, any payments made using this Payment Service or any other payment method;
- You authorize UCS to transmit e-mail to any e-mail address that you have provided to UCS or any client of UCS regarding your account(s) including, but not limited to, any payments made using this Payment Service or any other payment method;
- Your acceptance of the Online Payment Terms and Conditions is voluntary and may be revoked at any time by providing reasonable notice to UCS;
- Your use of the Payment Service will not violate any local, state, national or international laws or regulations.

INDEMNIFICATION, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

You also agree to indemnify, defend, and hold UCS, its parent company, affiliates, officers, directors, agents, employees and vendors from and against any lawsuit, claim, liability, loss, penalty or other expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) breach of these Online Terms and Conditions or any other agreement you enter into with UCS or its vendors in relation to your use of the Payment Service; (ii) your use of the Payment Service; (iii) your acts or omissions; and/or (iv) your violation of any applicable law, regulation, or requirements.

UCS SHALL NOT BE LIABLE TO YOU OR A THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PAYMENT SERVICE, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION, EVEN IF UCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PAYMENT SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. UCS DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UCS OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF UCS' OBLIGATIONS.

The Payment Service is a computer network-based service which may be subject to outages and delay occurrences. As such, UCS does not guarantee continuous or uninterrupted access to the Payment Service. You acknowledge that access to the UCS website or this Payment Service may be restricted for maintenance. UCS will make reasonable efforts to ensure that transactions are processed in a timely manner; however, UCS will not be liable for any interruption, outage, or failure to provide the Payment Service.

UCS reserves the right to terminate the Payment Service at any time, or to terminate your use of the Payment Service. If UCS terminates use of the Payment Service for any reason, you will need to pay your account in another manner.

These Online Payment Terms and Conditions represent the complete, exclusive and legally binding agreement between you and UCS with respect to the Payment Service and supersede any proposal or prior agreement, oral or written, and any other communications between you and UCS specifically relating to the Payment Service. These Online Payment Terms and Conditions may be amended from time to time. Your use of the Payment Service will constitute your agreement to such change(s).

These Online Payment Terms and Conditions shall be governed in all respects by the substantive laws of the State of Michigan, without regard to its provisions relating to conflict of laws. You agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within Livingston County, Michigan. The failure of UCS to exercise or enforce any right or provision of the Online Payment Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Online Payment Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Online Payment Terms and Conditions shall remain in full force and effect.

BY CLICKING THE "I ACCEPT" BOX ON THE PAYMENT PAGE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE ONLINE PAYMENT TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND ANY FUTURE AMENDMENTS, WHICH MAY BE MADE BY UCS FROM TIME TO TIME.

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