

## Terms of Use

Please read these Terms of Use carefully before using the I.Q. Data International, Inc. (“IQ Data”) website found at [www.IQData-inc.com](http://www.IQData-inc.com) or any associated mobile application. If You do not agree with any part of these Terms of Use, You must not use the Site. Your continued use of the Site will constitute Your acceptance of these Terms of Use, as may be modified by Us at any time without notice to You. Please check this page regularly for updates.

By accessing and using the website, You agree to be bound by these Terms of Use of the IQ Data website (the “Site”) without limitation or qualification. The products and/or services on the Site are offered by IQ Data, located at 21222 30<sup>th</sup> Drive SE, Suite C-210, Bothell, WA 98041, and all subsidiaries, affiliates and agents (collectively “We” “Our” or “Us”).

## Permitted Use

All of the content in the Site is made available only for Your personal, lawful, non-commercial use in connection with debt collection services offered by Us. Use of the Site by a competitor company or other non-consumer third party is prohibited. When You access the Site, You represent and warrant that you are the legal age of majority and you authorized to meet the terms and conditions as specified herein, and, if making a payment on the Site, You represent and warrant that You have the authority to make the payment and will be responsible for any payment commitments you establish on the Site.

Except as expressly mandated by law, You may not, without Our prior written permission: (i) link from another website to the Site; (ii) post, transmit, copy, modify, create derivative works from, distribute, sell, or republish anything You obtain or download from the Site; (iii) assign or transfer any rights granted by these Terms of Use; or (iv) access, or attempt to access, the Site through any automated means (including use of scripts, crawlers, or similar technologies).

## Our Products and Services

The information and material provided on the Site is intended for general reference only, and may not describe all of the terms, conditions, and exceptions applicable to the products and services offered by Us on this Site. All coverages are subject to the terms and conditions of the contracted debt collection services offered by Us. The services offered on the Site are only available in the jurisdictions in which We are properly licensed.

## Third-party Sites

We may provide links to other websites that are not under Our control and which We do not maintain. These links are provided for Your convenience. When You activate these links, You will leave the Site. We do not endorse or take responsibility for the content on third party websites or the availability of those websites and We are not liable for any loss or damage that You may suffer by using those websites. If You decide to access linked websites, You do so at Your own risk. We do not verify nor make any warranty or representation about the content, accuracy, opinions expressed, warranties, products or services, intellectual property compliance, or links of such third-party site. You should read the terms of use and privacy policies on all third-party websites.

Some products or services may be made available on the Site by third-parties not affiliated with Us. You agree that if You use or install any product or service provided by a third party, You will seek redress from that third party if its product or service causes any loss or damage to You. We are not responsible for any product or service that is used or downloaded from a source other than Us. You further agree that any downloading, accessing, or using of third-party products or services is performed at Your own risk.

## Availability of Site

While We have taken care in the preparation of the Site, and We use reasonable efforts to include accurate and current information on the Site, certain technical matters may be beyond Our control and We cannot guarantee that You will have uninterrupted or error free access to all of the Site at all times, that defects will be remedied, or that the Site, or the server that makes the Site available, are virus or bug free. Access may be suspended occasionally or restricted to allow for repair or maintenance or for the introduction of new services. You agree that We may stop (permanently or temporarily) providing the Site (or any features within the Site) to You anytime for any breach of these Terms of Use, or at Our sole discretion, without prior notice to You. You acknowledge that We may, at any time and in Our sole discretion, change the requirements (type of Internet access, hardware, software) to use the Site, and any products and services available on the Site.

## **Copyrights and Trademarks**

Except as otherwise indicated, all materials on the Site, including without limitation the logos, names, copyrights and trademarks on the Site are proprietary marks of Assurant, Inc. or the images are used by Us with permission of the copyright owner. Note that We may not own a copyright to material displayed on a third-party site that Our Site links to. You must always seek permission from a site owner before copying any materials from them.

Unless otherwise agreed in writing, nothing on the Site shall be deemed to confer on any person any license or right to use any such image, logo, name, trademark or any other intellectual property and any such will constitute an infringement of the rights of the holder.

## **Privacy and Passwords**

We value and protect the privacy of Your information. Through Your use of the Site You agree that any information that We collect from You when using Our Site, including cookie files, will be dealt with in accordance with Our [Online Privacy Policy](#). We may change Our [Online Privacy Policy](#) from time to time, without notice to You.

Some portions of the Site may be protected and require a user identification code (“User ID”) and password for access. Unauthorized access or use of such portions of the Site is prohibited. To obtain access to certain online services, You are given the opportunity to register with Us. You are responsible for maintaining the confidentiality of Your details and Your password and for restricting access to Your computer to prevent unauthorized access to Your account. You accept responsibility for activities that occur under Your account and You should take all steps to ensure Your password is kept confidential. You agree to inform Us immediately if You have reason to believe Your password is being used in an unauthorized manner. For Your protection, if We believe that any unauthorized access may occur or has occurred, We may terminate such access without prior notice to You. You also agree that We are permitted to act upon any instructions received using Your User ID and password and to consider such instructions as authorized by You.

You must not use the Site in any way that causes or is likely to cause access to be interrupted, or impaired in any way and You acknowledge and agree that You are responsible for electronic communications sent from Your computer.

## **Indemnification**

To the extent permitted by law, You agree to defend, hold harmless and indemnify Us, Our affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from Your use of the Site, any third-party site, or Your violation of these Terms of Use.

## **Disclaimer**

While We use all reasonable efforts to ensure that the information contained on the Site is current, accurate and complete at the date of publication, and We do Our best to correct errors and omissions as soon as We can, all information, products, services, content and other material on the Site, accessible from the Site, or on a Third-party site are provided “as is” and without warranties or representations of any kind, either express or implied. This means that We expressly disclaim all warranties, express or implied, including without limitation the warranties of title and non-infringement and the implied warranties of merchantability and fitness for a particular purpose. To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Site or any information contained therein. Users should be aware that they use the Site and its content at their own risk. If You are in a state or country that does not allow a disclaimer of implied warranties, the above disclaimer or a portion of it may not apply to You.

Content and information provided by third parties are published on the Site as supplied to Us and We are not responsible for its accuracy or timeliness. You must take appropriate steps to verify this information before acting upon it.

## **Limitation of Liability**

Access to and use of this Site is at the user’s own risk. We shall not be liable for any loss, damage, injury, or claim, nor any special, indirect, incidental, consequential, exemplary or punitive damages of any kind, whether such action is based in tort, contract, negligence, strict liability, or other law, even if We have been advised of the possibility of such damages. We shall not be liable for any Third-party site, materials on any Third-party site or the inability to use any Third-party site; and defect, omission, error, interruption, delay, or computer virus; or the unauthorized alteration of or access to Your transmissions or personal data.

If You are in a state or country that does not allow the limitation of liability for certain damages, the above limitation of liability or a portion of it may not apply to You. However, You agree in any event that Our total liability for all damages, losses, injuries, or claims of any kind or nature shall be limited to the amount You have paid to access the Site.

### **Monitoring of Telephone Calls and Emails**

Telephone calls and email correspondence with Us as a result of Your access to the Site may be recorded for training, administrative and security purposes, and as otherwise permitted by law. By using such communication methods, You are consenting to such activities taking place.

### **Emails and Data Protection**

Please note that there is no guarantee that any e-mail sent to this site will be received by Us or that the message will remain confidential while being transmitted. Your email address and the content of Your email may be shared with, or disclosed, to third parties, who are necessary to address the content of Your email, and as otherwise permitted by law. We may retain the content of the form or email, the email address and Our response. This enables Us to retain an audit trail of Our contact and provide You with the product, service or information You may have requested.

### **Rating, Review and Comment Policy**

You agree not to communicate any material that may be considered, in Our sole discretion, sexually explicit, pornographic, indecent, unlawful, harassing, vulgar, libelous, defamatory, offensive, abusive, obscene, threatening, false, SPAM, Malware or otherwise objectionable material. You must not communicate any material that violates Our intellectual property rights, or the intellectual property rights of any other party. You may not also communicate information that relates to self-promotional materials, political content or commercial solicitations.

We are not responsible for any content submitted by You. You acknowledge and agree that We may monitor content submitted by You; delete, or refuse to post any content submitted by You without notice; and use or disclose all content provided by You in any way without prior notice or prior approval from You. You also agree that We have no obligation to seek a license or compensate You for use of any content submitted by You.

### **Children's Online Privacy**

We do not knowingly collect personal information from anyone under the age of 13. If You are under the age of 13, You must not use the Site.

### **Severability**

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed from these Terms of Use without affecting the rest of these Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

### **Jurisdiction and Enforceability**

These Terms of Use and Your relationship with Us under these Terms of Use shall be governed by the laws of the State of Washington without regard to its conflict of laws provision. You and Us agree to submit to the exclusive jurisdiction of the United States District Court for the Western District of Washington and the state courts located within King County, Washington to resolve any legal matter arising from these Terms of Use. Notwithstanding this, You agree that We shall be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

You agree that if We do not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which We have the benefit of under any applicable law), this will not be taken to be a formal waiver of Our rights and that those rights or remedies will still be available to Us.

### **Entire Agreement**

These Terms of Use state the entire agreement with regards to the items discussed above.

## PAYMENT TERMS AND CONDITIONS

If you use [www.IQData-inc.com](http://www.IQData-inc.com) to make a payment, you accept and agree to these Payment Terms and Conditions.

Payment does not alter your validation rights provided to you in a letter we previously sent to You.

### Authorizing Payments

To make a payment, You must designate a credit card, debit card, or electronic payment (“Payment Method”). By paying using your authorized Payment Method, You authorize IQ Data to debit your bank account or credit/debit card for the amount you authorize and at the frequency of payments you have selected. If your payment is rejected for any reason, any payment arrangements will be deemed void and IQ Data is not obligated to renew any offers previously made to You. In the event there is a dispute involving your Payment, you authorize IQ Data to perform any investigations we deem necessary to validate and/or resolve the dispute.

Before you make a payment, you must ensure that you have sufficient funds in your bank account or sufficient credit available on your credit card if that is your chosen Payment Method. In the event there is a dishonored or returned draft, your bank may assess you fees and charges. You should refer to the agreement with your banking institution relating to such fees or charges. We have the right to collect the dishonored or returned amount from you, as permitted by applicable law. Additionally, we may revoke your right to enter payments through the Site at any time.

### Payment Processing Times

Payments made through the Site will generally be processed within one business day of receipt and will be promptly credited to your IQ Data account. Payments made through the Site at or before 5:00 pm (PT) will be credited to your account the same day. Payments made after 5:00 pm (PT) will be credited to your account the following business day.

### Cancelling and Modifying Payments

You may only cancel or modify payments on the site that you previously scheduled on the site. If you made payment arrangements with a Professional Collection Specialist by telephone, please call (888) 248-2509 to cancel or modify your payment(s).

To cancel or modify payments made on the site, you may cancel or modify your payment by logging into your account on the Site or calling (888) 248-2509. Please call or log on to your account at least one (1) business day prior to the date of the payment, unless otherwise permitted under applicable law, or your Payment Method may be debited and/or charged on the date you previously authorized. Business day means Monday through Friday, excluding official U.S. Government holidays. I.Q. Data’s hours of operation in which a phone agent will be available are located on the website found at [www.IQData-inc.com](http://www.IQData-inc.com).

### Transaction Information

Transactions processed through the Site will be identified as I.Q. Data International, Inc. on your bank or financial institution account statements. You may also view your payment history at any time on the “My Account” section of the Site.

### Transaction Errors

You agree to notify Us as soon as possible by calling (888) 248-2509 if you believe that any payment transaction is in error, or if you need any additional information regarding your transaction. If you believe that anyone has attempted to use Your Payment Method associated with your account with us for transactions you did not authorize, please notify us immediately.

Please note that federal law limits your liability for any unauthorized, fraudulent, or erroneous transaction authorized from your bank account or credit card, depending upon how quickly you report the transaction to your financial institution. You should contact your financial institution for information about their policies that apply to your account, including any limits on your liability for unauthorized charges.

### **Disclosure of Payment Information to Third Parties**

We will not disclose any information about your payment transactions to any third party, except: 1) As necessary to complete your transactions; 2) To investigate or to validate disputes involving payments, involving a third party, such as a financial institution; 3) To comply with government agency requests or court orders; 4) To our employees, auditors, affiliates, clients, service providers, attorneys or other agents in the course of their duties and only as necessary; 5) To persons authorized by law in the course of their official duties; or 6) If you provide us with written permission to disclose payment information to a third party.

### **Limitation of Liability for Payments**

I.Q. Data shall not be liable to you for any general, compensatory, special, indirect, incidental or consequential damages arising from any breach of the terms and conditions of this Agreement, or as a result of any delay, error or omission in any authorized payment or automatic recurring debit entry to be made, or from any act or omission of any financial institution, electronic funds transfer system, credit card issuer, operator or third party service provider, even if has been advised of the possibility of such damages. This Agreement will remain in full force and effect until either party terminates this Agreement, which either party may do at any time upon prior written notice to the other party, which notice will be effective at the time of its receipt by the other party, although the effectiveness of any termination notice received by IQ Data within ten (10) days of any payment date may, at the election of IQ Data, be delayed until after such payment. If you wish to terminate this Agreement, you must send a confirmation of termination to IQ Data at IQDataOps@iqdata-inc.com.

## Federal and State Law Disclosures

We are required under certain state laws to notify consumers of the following rights. This list of disclosures does not contain a complete list of the rights consumers have under federal and state law. This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. All telephone calls to and from I.Q. Data International, Inc. are subject to monitoring and/or recording.

### **California:**

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](http://www.ftc.gov).

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. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described in the initial notice sent to you.

Debt Collection License: #10045-99.

### **Colorado:**

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [HTTPS://COAG.GOV/OFFICE-SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-UNIT/COLLECTION-AGENCY-REGULATION/](https://coag.gov/office-sections/consumer-protection/consumer-credit-unit/collection-agency-regulation/). Our Registered Trade Name in the state of Colorado is IQ Data International, Inc.

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.

IQ Data International, Inc. has a Colorado office with the following address and telephone number: 1776 S. Jackson St., Suite #900, Denver, CO 80210. Telephone number: (720) 647-9100. Only physical in-person payments may be accepted at the above-referenced office location. All payments made via U.S. mail should be mailed to the following address: P.O. Box 340, Bothell, WA 98041.

### **Maine:**

Our hours of operation are Monday-Tuesday 12:00 pm - 9:00 pm (ET) and Wednesday-Friday 11:00 am - 8:00 pm (ET).

**Massachusetts:**

Our office address is 21222 30th Drive SE, Suite C-210, Bothell, WA 98021, and our hours of operation are Monday-Tuesday 12:00 pm - 9:00 pm (ET) and Wednesday-Friday 11:00 am - 8:00 pm (ET).

**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 I.Q. DATA INTERNATIONAL, INC.

**Minnesota:**

This collection agency is licensed by the Minnesota Department of Commerce. Our registered assumed name in the state of Minnesota is I.Q. Data International, Inc.

**New York:**

New York City Department of Consumer Affairs License Number: #2025516.

For all questions and concerns, please call (888) 248-2509 and ask for a Collections Manager.

As required by the New York City Department of Consumer Affairs, we are informing you that we do not have language services available for residents of New York City, and we do not provide New York City residents with a translation of any communication into a language other than English. A translation and description of commonly-used debt collection terms is available in multiple languages on the Department's website, [www.nyc.gov/dca](http://www.nyc.gov/dca).

**North Carolina:**

North Carolina Department of Insurance Permit Number: #119506584. I.Q. Data International, Inc., 21222 30th Drive SE, Suite C-210, Bothell, WA 98021.

**Tennessee:**

This Collection Agency is licensed by the Tennessee Collection Service Board, State 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 time period described on the initial notice.

**Wisconsin:**

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, [www.wdfi.org](http://www.wdfi.org).

**Wyoming:**

As required by law, you are hereby notified that a negative credit report on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.