

JAVITCH BLOCK ONLINE PAYMENT PORTAL TERMS AND CONDITIONS

Javitch Block LLC and WayThru have come together to make online payment even easier!

We have made several exciting improvements to the payment website including making it easier to log in, update your contact information, and going forward, the ability to view the history of payments you make online.

This is the payment processing website for the law firm Javitch Block LLC.

In order to arrange payment(s), you must login to our payment portal using the credentials associated with the account, and confirm you accept the following terms and conditions.

TERMS AND CONDITIONS:

You must read these terms and conditions carefully and agree to all these terms and conditions, signified by clicking the “I AGREE” button below.

Clicking “I AGREE” means that your use of this payment portal is governed by these terms and conditions and that you have signed or similarly authenticated this agreement as if you had signed this agreement with a blue ink pen with your own hand.

a. Records and Communications May be Provided in Electronic Form.

1. You agree that we may provide you with Records and Communications in electronic format. For purposes of this E-sign Consent, “Records and Communications” means any and all communications from Javitch Block LLC (JB) concerning your account (s) with JB, including but not limited to, account history, balance information, payment arrangements, agreements and instructions or records, terms and or conditions of repayment, reminders or consequences of non-payment, verification or validation information and responses to requests made by you for information.

2. You understand and agree this consent applies to this agreement, and all agreements, notices, disclosures and other communications during our relationship that we must provide to you to satisfy any legal requirement that such communications be in writing.

b. Providing Records and Communications in Electronic Form. All Records and Communications to you in electronic form may be provided (i) by email, (ii) by access to our payment website, (iii) text message, (iv) voice-mail messages to your cellular phone number or (v) SMS messages to your cellular phone number.

c. Duration of Consent to electronic Communications. This consent is effective from the date you agree to these terms and conditions until you revoke your consent and applies to your current account(s) and any future account placed with our offices.

d. Revocation of Consent. You can revoke your consent to receive electronic communications with us by email to CLE@jbandr.com, in writing at 1100 Superior Ave., 19th Floor, Cleveland, OH 44114 or by fax to 216-623-0190.

e. Your contact information. You agree to provide us with (i) your true, accurate and complete personal email address where you agree we can send electronic records and communications; (i) your true, accurate and complete personal cellular contact number for text and SMS messages. You further agree to maintain and update promptly any changes in that information by updating your information through our website.

f. Hardware and Software requirements.

1. You understand that certain hardware and software requirements exist for access to and retention of these electronic records. To receive electronic records, you need a computer, smart phone or tablet with the latest version of Adobe Acrobat Reader, internet access, Internet Explorer, Firefox, Chrome or Safari, a valid e-mail address and a text-enabled cellular telephone number. You must also have and maintain a printer capable of printing any records that are e-mailed to you and/or made available on our Web site. To store the electronic records you must have local, electronic storage capacity to retain Records. By supplying us with an email address, we will assume the email address is a non-work email address or that you consent to receiving emails from us at the email address you provide to us. A charge, in accordance with the terms of your agreement with your internet service provider or cellular service provider, may result from these communications.

2. We will notify you if we change these hardware and software requirements. In such case, we will inform you of the new hardware and software requirements, that you can withdraw your consent without any fees or conditions or consequences not previously disclosed, and that your consent to these changes is required.

g. Consent to electronic communications generally.

1. By agreeing to these terms and conditions, enrolling in this payment system, you:

(A) Acknowledge that each time you log in to your account, you will review and update your profile page.

(B) Your account profile on our payment website contains your personal contact information, including your name, email address, telephone number, and mailing address.

(C) Each time you login and do not change your contact information listed in your profile, you represent that our records list your current personal email address, current cell phone number, current home phone number, and current mailing address.

(D) You agree to update the same in the event of any change(s) in your contact information.

(E) To update your profile contact information by other means, you may also call us at [800-837-0109](tel:800-837-0109), or send an e-mail to CLE@jbandr.com or via fax at 216-623-0190 or at 1100 Superior Ave., 19th Floor, Cleveland, Ohio 44114, attention: Consumer Update.

2. Phone Communications: **Consent to Artificial and Pre-Recorded Voice Messages, text messages and SMS messages.**

(A) You agree that you are the current owner and authorized user (or that you have the delegated legal authority to consent and act on behalf of the owner of your number) of each telephone number listed on your profile, whether such number is associated with a residential landline, cellular phone, VoIP phone or any other service that charges you for such calls (hereinafter 'Your Numbers');

(B) You consent and agree that JB or our agents may use an automatic telephone dialing system to call Your Numbers, and may use an artificial, pre-recorded, or automated voice to communicate with you at Your Numbers, including voice-mail or automated messaging;

(C) You also consent to receive text messages and/or SMS messages from JB or our agents at Your Numbers; and

(D) You further acknowledge, understand and agree that you are responsible for any fees or other charges that your wireless carrier or service provider may charge for any related data, text, calls or other message services, including without limitation for short message service and you will check your mobile service agreement for details or applicable fees and you will immediately notify us if Your Numbers are re-assigned, surrendered, terminated or changed.

(E) You may choose to opt-out of further text or SMS communications from us or our agents at any time by replying to a text or SMS message we sent, stating "STOP," to stop texts to your telephone number, and you expressly consent to receipt of a text message to confirm your 'STOP' request.

3. Email Communications.

(A) You consent to receive email communications from us at the email address listed in your profile, and acknowledge that you either (i) gave us your email address by phone or in writing; (ii) gave your email address to the creditor to whom the debt is owed or a prior debt collector and consent to receive email messages from us at the same email address; (iii) the email

address is your personal email and not provided to you by your employer and/or (iv) you updated the email address in your profile and authorized us to send emails to you at that address;

(B) You understand, acknowledge and agree that email messages we send to you are intended to be viewed by you in private on a personal computer in your home, not a cellular phone (even if your phone displays your email messages), not at work or any other public place; if others have access to the email address, then it is possible they may see the emails;

(C) If you send us an email using any personal or work email address to communicate with us, we may respond to you by email at the email address, unless directed otherwise by you;

(D) Regardless of where or when you view emails we send, our emails are sent between 8:00 a.m. and 9:00 p.m. in your location and you agree to read our emails only during these times, or at a time and place you find more convenient to you;

(E) You may choose to opt-out of further email communications at any time by sending us an email or by replying to an email message we sent with "STOP" in the subject line.

(F) If your email address is no longer accessible by you, you may call us at [800-837-0109](tel:800-837-0109), or send an e-mail to CLE@jbandr.com or via fax at 216-623-0190 or by mail at 1100 Superior Ave., 19th Floor, Cleveland, Ohio 44114, attention: UPDATE MY EMAIL, and provide us with your new email address.

h. One-time and Recurring EFT Authorization for ACH transactions.

1. You understand that you have the option to make payment to us by paying in person with cash, or by mailing your payment by check, or money order. By choosing to use a bank account as your payment method, you will be able to complete your payment using any valid automated clearing house ('ACH') enabled bank account at a United States-based financial institution. An authorization to conduct an ACH transfer may result in the withdrawal of funds from your account as soon as 24 hours from the time we receive your authorization.

2. All records associated with the authorization you provide us to debit your account, whether a one-time or recurring authorization, will be provided to you on our payment website and maintained electronically on our payment website for future reference; the records will contain the date(s) on or after which your bank account will be debited, the bank account you identified to be debited, the amount(s) of each debit entry to your account, the number of debits, the date of your authorization, a statement that the authorization obtained from you will be used to originate the ACH debit entry/entries to your account, and a record of your payments.

3. If your payment is returned unpaid for insufficient or uncollected funds, you understand that a charge or fee may be imposed by your financial institution in accordance with your deposit agreement with your financial institution.

4. If your payment is returned unpaid for insufficient or uncollected funds, you understand that we may initiate a one-time ACH debit of your account equal to the amount we were charged because of the dishonored item.

5. You understand that your authorization may be revoked or cancelled by you, if we receive notice from you, not less than three business days in advance of the scheduled payment date. If you need more information about any such transaction, you should contact us as soon as possible to discuss your payment, at [800-837-0109](tel:800-837-0109), or send an e-mail to CLE@jbandr.com or via fax at 216-623-0190 or at 1100 Superior Ave., 19th Floor, Cleveland, Ohio 44114, attention: Revoke Authorization.

6. If you believe that your account has been debited improperly, you should immediately contact your financial institution.

i. Paper copies. You have the option to receive records from us in paper or electronic format, and by agreeing to electronic records, we will no longer send you paper records in the mail, but will provide you with copies of all account records on our payment website. If you wish to obtain a paper copy of these electronic records, you may send the request to us attention: Consumer Records Request, by e-mail at CLE@jbandr.com or via fax at 216-623-0190 or at 1100 Superior Ave., 19th Floor, Cleveland, Ohio 44114.

j. Javitch Block LLC Legal Disclosures

1. IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS WEBSITE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

2. NOT ALL OUR EMPLOYEES ARE ATTORNEYS AND NOT ALL COMMUNICATIONS FROM US ARE FROM OUR ATTORNEYS. UNLESS YOU RECEIVED A COMMUNICATION FROM ONE OF OUR ATTORNEYS, THIS COMMUNICATION IS WITH US ACTING SOLELY AS DEBT COLLECTORS, NOT ATTORNEYS, REGARDING YOUR ACCOUNT.

3. WE ENDEAVOR TO PROVIDE YOU WITH ACCURATE FINANCIAL INFORMATION AT ALL TIMES. AS OF THIS DATE, THE AMOUNT YOU OWE WILL BE DISPLAYED ON OUR WEBSITE UNDER YOUR ACCOUNT INFORMATION. BECAUSE COMPONENTS OF THE CURRENT BALANCE MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. HENCE, IF YOU PAY THE AMOUNT SHOWN ON OUR WEBSITE, AND A COMPONENT AMOUNT OF THE CURRENT BALANCE CHANGES AFTER THIS DATE (E.G.,

INTEREST, IF APPLICABLE), AN ADJUSTMENT MAY BE NECESSARY AFTER WE RECEIVE YOUR CHECK, IN WHICH EVENT WE WILL INFORM YOU BEFORE DEPOSITING THE CHECK FOR COLLECTION. FOR FURTHER INFORMATION, WRITE US OR CALL US.

4. Fair Debt Collection Practices Act

Javitch Block LLC is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

5. State specific disclosures provided below are not intended to imply that Javitch Block LLC engages in retail consumer debt collection activities in each state listed.

6. STATE SPECIFIC CONSUMER INFORMATION

A. CALIFORNIA RESIDENTS:

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.

B. COLORADO RESIDENTS

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. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT,SEE <https://coag.gov/office-sections/consumer-protection/consumer-credit-unit/collection-agency-regulation/>

C. MASSACHUSETTS RESIDENTS

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 CREDITOR. OUR TELEPHONE NUMBER IS (800)837-0109. AND OUR OFFICE HOURS ARE MONDAY THROUGH FRIDAY 8AM-5PM (EASTERN TIME).

D. NEW YORK RESIDENTS

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. 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 60 day.

E. NEW YORK CITY RESIDENTS

This collection agency is licensed by the New York City Department of Consumer Affairs, License No. 1330441. PLEASE CONTACT JAMES OH WITH ANY QUESTIONS OR CONCERNS AT [\(800\) 837-0109](tel:8008370109). Javitch Block LLC does not provide language access services.

F. WASHINGTON RESIDENTS

JAVITCH BLOCK LLC WASHINGTON LICENSE NUMBERS & LOCATIONS LISTED BELOW
602-132-663, 100 SUPERIOR AVE E FL 19, CLEVELAND OH 44114-2521