

## Terms of Service and Website Access and Usage

Century Support Services (CSS) may provide you, (the “User” or “you”), with access to its content, resources, tools for communication, public forums, commerce platforms, and other services through its network of websites ( “The Service). CSS provides the Service to the User, subject to the following Terms of Service, which you accept by accessing CSS websites.

CSS is not responsible for providing you access facilities or equipment (in any form) to its service. You, the User, also comprehend and agree that the Service may include advertisements and sponsorships and that these are necessary for CSS to provide the Service. You also comprehend and agree that CSS makes no warranty or representation about the suitability, reliability, availability, timeliness, accuracy of the information, products, services and related graphics contained within The Service for any purpose. The Service is provided “as is” without warranty of any kind. CSS hereby disclaim all warranties and conditions with regard to the Service.

### Further Description of the Service

CSS’s web site provides information regarding CSS ‘s debt resolution services, which include debt negotiation and settlement service, as well as any other related services performed by CSS or its affiliates. In order to use the web site, you must obtain access to the world wide web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the worldwide web, including a computer and modem or other access device.

### ELIGIBILITY

Use of the Service is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to use the Service. If you are 17 years of age or younger, you must immediately navigate away from this web site by clicking [here](#).

### ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

By using the Services or otherwise accessing the CSS websites, you agree to be bound by all terms and conditions hereof and all policies and guidelines incorporated by reference The Service is provided to you, the User, under the terms and conditions and any amendments thereto and any operating rules or policies that may be published from time to time by CSS as part of the Terms of Service/Legal Disclaimer and related disclosures which are cumulatively included herein by reference. The CSS Terms of Service comprises the entire agreement between the User and CSS as pertaining to the Services and supersedes any prior agreements pertaining to the subject matter contained herein.

### MODIFICATION OF THESE TERMS OF USE

CSS reserves the right to change any of the terms, conditions, and notices under which the Services are offered. You are responsible for regularly reviewing these terms and conditions, including changes/modifications if any incorporated by us from time to time. Your continued use of the Service constitutes your agreement to all such terms, conditions, and notices.

## MODIFICATION TO THE SERVICE

“CSS Inc.” reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part of the Service) with or without notice to the User at any time and from time to time. The User agrees that CSS shall not be liable to the User or any third party for any modification or discontinuance of the Service.

## USER CONDUCT

The Service may include online account access, content viewing, e-mail services, message boards, chat areas, newsgroups, forums, communities and/or other message or communication facilities designed to enable you to communicate with others (collectively, “Tools for Communication”). You agree to use the Tools for Communication only to post, send and receive messages and material that are proper and, when applicable, related to the particular tool for communication. You also hereby agree that you shall not make use of the Service for any commercial purpose, including reselling and/or co branding/private labeling. As a condition of your use of the Service you, the User, agree to provide: (a) true, accurate, current and complete information about yourself as required by the Service’s registration and/or information/assistance submission form (such data being the “Registration Information”) (b) maintain and promptly update the Registration Information to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, CSS has the right to terminate the User account and refuse any and all current or future use of the Service. (c) CSS has the right to use / disclose the aggregate registration information to third parties in connection with marketing of services, subject to the privacy policy. You have also consented to CSS having the right to use your Registration Information to provide targeting of advertising and other service offers. This could also be used to customize the content you see, to fulfill your requests for certain products and services and to contact/inform you through e-mail or otherwise about special offers or new products.

## USAGE OBLIGATIONS

As a condition of your use of the Service you will not use the Service for any illegal purposes. You will be solely responsible for the contents of transmissions made by you through the Service.

You agree not to use the Service to: (a) Obstruct or hinder the use and enjoyment of the Service by other Users; (b) Violate any applicable local, state, national, and international laws and regulations; (c) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (d) Interfere with or disrupt the Service or servers or networks connected to the Service, or defy any requirements, regulations or guidelines of networks connected to the Service; (e) Transmit or otherwise make available any material in connection with surveys, chain letters, junk e-mail, spamming, contests, pyramid schemes, or any duplicative or unsolicited messages (commercial or otherwise); (f) Upload, post, e-mail, transmit or otherwise make available any content that is unlawful, damaging, intimidating, hostile, offensive, harassing, defamatory, improper, obscene, vulgar, invasive of another’s privacy, caste related, ethnically or otherwise objectionable; (g) Upload, post, e-mail, transmit or otherwise make available any content protected by any patent, trademark, copyright or other intellectual proprietary laws unless you own or control the rights thereto or have received all necessary consents to do the same; (h) Upload files that contain viruses, worms, corrupted files or any other similar software or programs designed to disrupt, damage or limit the operation of any computer or telecommunications equipment or property of another; (i) “Stalk” or otherwise harass other users;

collect or store personal data about other users. (j) Advertise, promote or offer to sell or buy any goods or services for any business purpose unless the Service specifically allows such messages or transactions. (k) Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion, use or access of the Service. (l) Violate the Fair Credit Reporting Act, the Fair Debt Collection Practices Act or any other law, (m) Conduct any activity that would aid or assist terrorism or related activity or would endanger U.S. military personnel.

CSS has no obligation to observe and monitor the Service. However, CSS reserves the right to review materials posted and to remove any material/s. CSS also reserves the right to terminate your access to any or all of the Services, at any time, without notice, for any reason whatsoever. CSS reserves the right subject to attorney-client privilege to the extent applicable and to the extent the same is not waived through these provisions, at all times to divulge any information as it considers necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part. These would be more applicable to the publicly accessible areas of the Service that are intended to be available to the general public. For example, publicly accessible areas of the Service would include message boards and chat rooms that are open to both registered users and visitors. In view of the global nature of the World Wide Web, the User understands and agrees that technical processing of tools of communication is (and may be) required to send and receive messages, to correspond/conform to the technical requirements of connecting networks, to correspond/conform to the limitations of the Service, or to correspond/conform to other, similar technical requirements.

#### USER ACCOUNT, PASSWORD & SECURITY

As part of the Service's registration process you will provide us with current, complete and accurate information as requested by the registration form. You will then choose a user name and password. You take total responsibility for maintaining the confidentiality of your password and account. You are also entirely responsible for any and all activities that occur under your account. You agree to notify CSS immediately of any unlawful/unauthorized use of your account or any other security violation. You agree to ensure that you exit from your account at the end of each session. You understand that CSS will not be liable for any loss or damage in any form incurred as a result of unauthorized usage of your account, with or without your knowledge. However, you could be held liable for losses or damages incurred by CSS or a third party as a result of your failure to comply with this clause. You also agree not to use anyone else's account, at any time, without the prior permission of the account holder.

#### LINKS ON/IN THE SERVICES

The Service or third parties may provide links to other worldwide web sites or resources (including, without limitation, links to sites which relate to the credentials and disciplinary history of professionals). Because CSS has no control over such sites and resources, you acknowledge and agree that CSS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, information, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CSS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## CSS'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by CSS, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

## PRIVACY POLICY

Registration information and certain other information about you is subject to our Privacy Policy. For more information, see our privacy policy, which you may access [here](#).

## LIMITATION OF LIABILITY

You expressly understand and agree that to the extent permitted under law, CSS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if CSS has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or (v) any other matter relating to the service.

## INDEMNITY

You agree to indemnify and hold CSS, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand including reasonable attorneys' fees, which any third party may make due to or arising out of content you submit, post to or transmit through the Service, your use of the Service, your connection to the service, your violations of these terms of use (whether alleged or otherwise), or your violation of any rights of another, whether direct or indirect (including without limitation claims for misrepresentation or malpractice).

## SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## CONTENT PROVIDED TO THE SERVICE

CSS does not claim ownership of the "content" (in the form of data, text, software, music, sound, photographs, graphics, video, messages or other materials) you provide to CSS (including feedback and suggestions) or post, upload, privately transmit, input or submit to any CSS site or service for review by the general public. However, by posting, uploading, or making available content or any other material, you grant CSS and its affiliate sites unrestricted and irrevocable permission to use your submission in connection with the operation of their Internet businesses, including, without limitation, the rights to

copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission, and to publish your name in connection with your submission.

#### APPLICABLE LAW

By visiting CSS, you agree that the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and CSS.

#### DISPUTES

Any dispute relating in any way to your visiting this website or your use of any of the Services shall be submitted to confidential, binding arbitration in Westmoreland or Allegheny Counties, Pennsylvania, except that, to the extent you have in any manner violated or threatened to violate CSS's intellectual property rights, CSS may seek injunctive or other appropriate relief in any state or federal court in the Commonwealth of Pennsylvania, and you consent to exclusive jurisdiction and venue in such courts. Arbitration hereunder shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration hereunder shall be joined to an arbitration involving any other party subject to these terms and conditions, whether through class arbitration proceedings or otherwise.