

# CRMG, ACH and Credit Card Terms and Conditions

## Terms and Conditions for Credit Card Payment

Document version: 7

The Online Payment Terms constitute a contract between you and CRMG, (hereinafter referred to as "CRMG"). Please read them carefully. All payments by consumers to CRMG, using the online credit card facilities are subject to the following conditions. CRMG, accepts the following cards:

- Debit Cards with a Visa logo
- Discover
- MasterCard
- Visa

### You warrant that:

- You are 18 years of age or over.
- You have the appropriate authority to validly accept the Online Payment Terms and are able to and will meet your obligations in relation to these Terms.
- The credit card used in connection with the Services is issued in your name or you are authorized to use the credit card.
- You will pay the credit card issuer all charges incurred in the use of the Services.
- The information supplied by you is true and correct.

When you complete the online payment form, funds will be deducted from your credit card in USD currency. All payments are debited to CRMG. Due to the way transactions are processed by the external banking sites, there may be delays of 1-3 days in updating your payment in CRMG's records. **Credit card payments are secure:**

- Payments will be processed directly by **Authorize.net** (US dollar transactions) using Secure Socket Layer (SSL) technology.
- Credit card numbers are protected with a high level of encryption when transmitted over the Internet.
- CRMG, does not store in any way your credit card details.

### Confirmation:

- If successful, you will receive a confirmation notice of your completed payment.
- If unsuccessful, you will be advised that your payment has failed. CRMG, will not be advised why a payment has failed; therefore, you should contact your credit card provider for details.
- If your payment fails, please use one of the other payment methods described on your invoice to pay your invoice. Please arrange an alternative payment method promptly to ensure continuous use of CRMG, services and Internet resources.
- CRMG, will confirm your payment details via email.

By using CRMG's online credit card facilities you accept and consent to your personal data being provided to the Service Provider for sole purpose of offering and administering the online payment. We respect the privacy of every individual who visits our site. The You Negotiate website has security measures in place to protect the loss, misuse and alteration of the information under our control. CRMG's Terms and Conditions for online credit card payments are subject to change at any time. Each transaction shall be subject to the specific Terms and Conditions that were in place at the time of the transaction. If you have any questions or concerns, please contact support by email at [compliance@crmgllc.us](mailto:compliance@crmgllc.us). **Important security note:** Never transmit credit card information by e-mail.

### Terms and Conditions for ACH Payment

Welcome to the terms and conditions (the "Terms and Conditions") for use of a bank account ("Authorized Bank Account") registered with CRMG ("CRMG") as a payment method on the CRMG website. Please note that your use of the CRMG website is also governed by our Terms of Service, Privacy Policy and Acceptable Use Policy, which may be amended from time to time and are incorporated into these Terms and Conditions. If you choose to use an Authorized Bank Account as your payment method, you accept and agree to these Terms and Conditions.

#### 1. Bank Account Payments

By choosing to use an Authorized Bank Account as your payment method, you will be able to pay the fees due for your use of our Services by using any valid automated clearing house ("ACH") enabled bank account at a United States-based financial institution. Whenever you choose to pay by ACH, you are authorizing CRMG (or its agent) to debit your Authorized Bank Account for the total amount of the fees due. If you choose to provide your Authorized Bank Account credentials to us, you authorize us to use this information to facilitate debiting your Authorized Bank Account. Your transaction must be payable in U.S. dollars. CRMG, in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time. Transactions that we process using your Authorized Bank Account will be identified as "CRMG" (or similar identifier) on the statement issued by your bank or other financial institution holding your account. All questions relating to any transactions made using your Authorized Bank Account by us should be initially directed to us, but may also require involvement of your bank.

#### 2. ACH Authorization

By choosing your Authorized Bank Account as your payment method, you agree that: (a) you have read, understand and agree to these Terms and Conditions, and that this agreement constitutes a "writing signed by you" under any applicable law or regulation, (b) you consent to the electronic delivery of the disclosures contained in these Terms and Conditions, (c) you authorize CRMG (or its agent) to

consent to the electronic delivery of the disclosures contained in these Terms and Conditions, (c) you authorize CRMG (or its agent) to make any inquiries we consider necessary to validate any dispute involving your payment, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, and (d) you authorize CRMG (or its agent) to initiate one or more ACH debit entries (withdrawals), and you authorize the financial institution that holds your Authorized Bank Account to deduct such payments, in the amounts and frequency designated in your then-current payment plan.

### 3. Transaction Errors

If you believe that any payment transaction initiated by CRMG (or its agent) with respect to your Authorized Bank Account is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible at [support@crmgllc.us](mailto:support@crmgllc.us). Notify us at once if you believe the password associated with your account has been lost or stolen, or if someone has attempted (or may attempt) to make a transfer from your Authorized Bank Account without your permission. We reserve the right to cancel the ability to pay by Authorized Bank Account for any reason at any time.

### 4. Your Liability for Unauthorized Transactions

Federal law limits your liability for any fraudulent, erroneous unauthorized transaction from your Authorized Bank Account based on how quickly you report it to your financial institution. As general rule, you should report any fraudulent, erroneous or unauthorized transactions to your bank within 60 days after the questionable transaction FIRST appeared on your Authorized Bank Account statement. You should contact your bank for more information about the policies and procedures that apply to your account and any unauthorized transactions, including any limits on your liability.

### 5. Electronic Delivery of Future Disclosures

You agree to accept all disclosures and other communications between you and us on this website or at the primary e-mail address associated with your CRMG account. You should print and retain a copy of all such disclosures and communications.

### 6. Agreement Changes

We may in our discretion change these Terms and Conditions at any time without notice to you. If any change is found to be invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any other changes or the remainder of these Terms and Conditions. We reserve the right to subcontract any of our rights or obligations under these Terms and Conditions. YOUR CONTINUED USE OF YOUR AUTHORIZED BANK ACCOUNT AS A PAYMENT METHOD ON CRMG.COM AFTER WE CHANGE THESE TERMS AND CONDITIONS CONSTITUTES YOUR ACCEPTANCE OF THESE CHANGES.

By using CRMG's online credit card or ACH merchant account, you accept and consent to your personal data being provided to YouNegotiate for sole purpose of offering and administering the online payment. We respect the privacy of every individual transacting on the YouNegotiate site and have security measures in place to protect the loss, misuse and alteration of the information under our control. CRMG's Terms and Conditions for online credit card and ACH payments are subject to change at any time. Each transaction shall be subject to the specific Terms and Conditions that were in place at the time of the transaction. If you have any questions or concerns, please contact support by email at [compliance@crmgllc.us](mailto:compliance@crmgllc.us). **Important security note:** Never transmit credit card or banking information by e-mail.

### 7. Time Barred Disclosures by State

California - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

Debt is not past the date for obsolescence set forth in Section 605(a) of the federal Fair Credit Reporting Act (15 U.S.C. Sec 1681c): The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it. If you do not pay the debt, CRMG may report it to the credit reporting agencies as unpaid for as long as the law permits this reporting."

Debt is past the date for obsolescence provided for in Section 605(a) of the Fair Credit Reporting Act, 15 U.S.C. 1681c: The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it, and we will not report it to any credit reporting agency.

Colorado - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

The law limits how long you can be sued on a debt. Because of the age of this debt we will not sue you for it. In many circumstances you can renew the debt and start the time period over for filing a lawsuit to recover this debt if you take specific action such as making a payment, or a written promise to pay. You should determine the effect of any action you take with respect to this debt.

District of Columbia - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

The law limits how long you can be sued on a debt. Because of the age of this debt we will not sue you for it. In many circumstances you can renew the debt and start the time period over for filing a lawsuit to recover this debt if you take specific action such as making a payment, or a written promise to pay. You should determine the effect of any action you take with respect to this debt.

Mississippi - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

The law limits how long you can be sued on a debt. Because of the age of this debt we will not sue you for it. In many circumstances you can renew the debt and start the time period over for filing a lawsuit to recover this debt if you take specific action such as making a payment, or a written promise to pay. You should determine the effect of any action you take with respect to this debt.

New York State - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

We are required by regulation of the New York State Department of Financial Services to notify you of the following information. This information is NOT legal advice: Your creditor or debt collector believes that the legal time limit (statute of limitations) for suing you to collect this debt may have expired. It is a violation of the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq., to sue to collect on a debt for which the state of limitations has expired. However, if the creditor sues you to collect on this debt, you may be able to prevent the creditor from obtaining a judgment against you. To do so, you must tell the court that the statute of limitations has expired. Even though the Statute of Limitations has expired, you may choose to make payments. However, be aware: if you make a payment, admit to owing the

debt, promise to pay the debt, or waive the statute of limitations of the debt, the time period in which the debt is enforceable in court may start again. If you would like to learn more about your legal rights and options, you can consult an attorney or a legal assistance or legal aid organization.

City of Buffalo Residents - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

WE ARE REQUIRED BY LAW TO GIVE YOU THE FOLLOWING INFORMATION ABOUT THIS DEBT. The legal time limit (statute of limitations) for suing you to collect this debt has expired. However, if somebody sues you anyway to try to make you pay this debt, court rules require you to tell the court that the statute of limitations has expired to prevent the creditor from obtaining a judgment. Even though the statute of limitations has expired, you may choose to make payments. However, be aware: if you make a payment, the creditor's right to sue you to make you pay the entire debt may start again.

City of Yonkers Residents - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

Yonkers Consumer Protection Code 31-163(b) at <https://ecode360.com/29929460> (see General Ord. No. 16-2014) contains all of your, the consumer's, legal rights.

New York City - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

WE ARE REQUIRED BY LAW TO GIVE YOU THE FOLLOWING INFORMATION ABOUT THIS DEBT. The legal time limit (statute of limitations) for suing you to collect this debt has expired. However, if somebody sues you anyway to try to make you pay this debt, court rules require you to tell the court that the statute of limitations has expired to prevent the creditor from obtaining a judgment. Even though the statute of limitations has expired, you may choose to make payments. However, be aware: if you make a payment, the creditor's right to sue you to make you pay the entire debt may start again.

Ohio - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

The law limits how long you can be sued on a debt. Because of the age of this debt we will not sue you for it. In many circumstances you can renew the debt and start the time period over for filing a lawsuit to recover this debt if you take specific action such as making a payment, or a written promise to pay. You should determine the effect of any action you take with respect to this debt.

South Carolina - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

The law limits how long you can be sued on a debt. Because of the age of this debt we will not sue you for it. In many circumstances you can renew the debt and start the time period over for filing a lawsuit to recover this debt if you take specific action such as making a payment, or a written promise to pay. You should determine the effect of any action you take with respect to this debt.

Texas - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

The law limits how long you can be sued on a debt. Because of the age of this debt we will not sue you for it. In many circumstances you can renew the debt and start the time period over for filing a lawsuit to recover this debt if you take specific action such as making a payment, or a written promise to pay. You should determine the effect of any action you take with respect to this debt.

Vermont - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

The law limits how long you can be sued on a debt. Because of the age of this debt we will not sue you for it. In many circumstances you can renew the debt and start the time period over for filing a lawsuit to recover this debt if you take specific action such as making a payment, or a written promise to pay. You should determine the effect of any action you take with respect to this debt.

Virginia - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

The law limits how long you can be sued on a debt. Because of the age of this debt we will not sue you for it. In many circumstances you can renew the debt and start the time period over for filing a lawsuit to recover this debt if you take specific action such as making a payment, or a written promise to pay. You should determine the effect of any action you take with respect to this debt.

West Virginia - If your debt is past the statute of limitations, you are hereby notified of the following important consumer information:

When collecting on a debt that is not past the date for obsolescence provided for in Section 605(a) of the Fair Credit Reporting Act, 15 U.S.C. 1681c: The law limits how long you can be sued on a debt. Because of the age of your debt, the owner of the debt cannot sue you for it. If you do not pay the debt, the owner may report or continue to report it to the credit reporting agencies as unpaid.

When collecting on a debt that is past the date for obsolescence provided for in Section 46 605(a) of the Fair Credit Reporting Act, 15 U.S.C. 1681c: The law limits how long you can be sued on a debt. Because of the age of your debt, the owner of the debt cannot sue you for it and the owner cannot report it to any credit reporting agencies.