



Terms & Conditions, Payment Authorization, Privacy & Refund Policy

Attention

Please read the following terms and conditions and policies prior to using our services or making account payment.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you have any questions or would like to talk to a live Collections Specialist, please call us at (833)723-4635 during standard business hours: Monday-Friday 8:00AM – 5:00PM Central Standard Time. You can also mail your payment directly to Billing and Collection Specialists, PO Box 8036, Moore, OK 73153.

Please read carefully before accessing or using our services. By accessing or using the Service you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use our Services.

Billing and Collection Specialists, LLC (the “Service”) is a debt collection company to aid in facilitating processing funds to pay bills owed to client’s serviced by the BCS, LLC. The Service may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement. BCS, LLC has no obligation to notify users of the posting of a modified Agreement.

Payment Services. By accessing the Service, you authorize BCS, LLC (1) to establish and maintain your payment authorizations and (2) to process your payments according to your instructions.

Types of Payments and Payees. You may use the Service only to authorize the payment of bills owed to Clients serviced by BCS, LLC. Payments that you authorize will be made from a bank or financial institution account (the “Transaction Account” that you designate. It is your responsibility to establish and maintain the Transaction Account and to pay any and all fees associated with the Transaction Account.

Timing. By providing BCS, LLC with a payment authorization under the Service, you authorize BCS, LLC to charge the Transaction Account to remit funds on your behalf to pay your bills to clients serviced by BCS, LLC. It is your responsibility to make timely payment authorizations, so that the funds will arrive at BCS, LLC before the date on which they are due. You should submit all payment authorizations to BCS, LLC at least three (3) business days before the actual date for the bills. A “business day” means any day other



than Saturday, Sunday, a federal holiday, or any other day on which banks in the United States are not generally open for business. You shall bear the risk and the responsibility for paying any late charges or penalties resulting from the late receipt of any payment made under the Service; provided, however that BCS, LLC agrees to waive late charges and penalties resulting from late receipt of payment, in the event that your payment authorization was made more than (3) business days before the actual date and the payment was late solely due to BCS, LLC's failure to promptly process your payment authorization. BCS, LLC will not be responsible for any failure to process a payment authorization that is not actually and completely received by BCS, LLC for any reason, including user error, equipment malfunction, natural disasters or impediments, or inaccurate or incomplete information.

BCS, LLC shall incur no liability fees if it is unable to complete a payment authorization initiated by your because of the existence of any one or more of the following circumstances:

1. The Transaction Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit applicable to the Transaction Account.
2. You have not provided BCS, LLC with correct names or account information.
3. Circumstances beyond BCS, LLC's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and BCS, LLC has taken reasonable precautions to avoid those circumstances.
4. BCS, LLC fails to receive a full and complete payment authorization.
5. You have made any false or materially misleading statement or representation in connection with any payment authorization.
6. The bank or financial institution maintaining the Transaction Account refuses or is unable to honor a payment request from BCS, LLC.

DISCLAIMER OF WARRANTIES: BCS, LLC IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. BCS, LLC DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL BCS, LLC OR ANY LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVER, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOUR OR ANY THIRD PARTY, EVEN IN BCS, LLC OR ITS LICENSORS OR SUPPLIES HAVE BE ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you.

General. This Agreement is governed and shall be construed in accordance with the laws of the State of OK, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between BCS, LLC and you concerning the



Service and may only be amended as provided herein. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

Privacy Policy:

BCS, LLC is providing this Privacy Policy so that you understand how we use the information you provide. Privacy is our primary concern for users of our services

1. We record email contact information strictly for our internal use. We do not sell or distribute personal information.
2. We send confirmation emails regarding payments and certain types of maintenance. Confirmation emails help guard against fraudulent use of the service.
3. We use encrypted transmission (Secure Socket Layer-SSL) for all transactions on our website.
4. We do not share cookies with any outside agency
5. We do not place shared cookies or customer profiling banner ads on our pages.
6. We do not retain credit card information (unless you specifically tell us to for your convenience) except for audit trails which are used to prove transactions. The audit trails have portions of the card number marked out for enhanced privacy.
7. We will comply with Government guidelines, or laws, regarding protection of your privacy both now and in the future. If you have any questions regarding our Privacy Policy, please contact us.

Refunds. If an overpayment of an account is made, a full refund of the amount that exceeded the balance owed to the clients serviced by BCS, LLC will be refunded within 10 business days following a full audit and verification that there was an overpayment on the account.