

The Everest Receivable Client General Website Terms of Use

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The Terms of Use (the "Agreement") sets forth the terms and conditions that apply to a user's (you, your) use of the websites located at www.paynow.everest-inc.com, inclusive of all materials, information, and webpages (the "Site"), software and/or web based software accessed online (the "Software") and/or any services offered therein (the "Service") which may be offered to you by Everest Receivable Client (Everest Receivable Client, we, us) or by affiliates or referrals. BY USING THIS SITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. If you do not agree to be bound by this Agreement, please discontinue your use of the Site and/or Service.

1. Restrictions on Use

Everest Receivable Client is a free service for debtors to negotiate account(s) online without speaking with a collection agent. Creditors, Third Party Collection Companies and/or Collection Law Firms (Vendors) store and manage customer data at Everest Receivable Client in order for users to access their account data and make online payments or interact with the data to negotiate an agreement and terms of payment. Users access the Everest Receivable Client website through a personal computer or mobile device using a communications connection (e.g., modem, telephone line, wireless, etc.). As part of the Site, you may be provided with options that may include information, editorial content, links to other websites and other computer services that Everest Receivable Client may decide to offer, subject to the terms hereof. Everest Receivable Client may, in its sole discretion, discontinue or alter any aspect of this site, including, but not limited to:

- a) Restricting the time of availability;
- b) Restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems);
- c) Restricting the amount of use permitted; and
- d) Restricting or terminating any user rights to use all or part of the Service, at any time in Everest Receivable Client's sole discretion and without prior notice or liability. You are responsible for all charges associated with connecting to the Site but Everest Receivable Client does not charge users to access the site and use its functionality.

The Site is owned and operated by Everest Receivable Client and its affiliated companies and contains material that is derived in whole or in part from material supplied and owned by other related companies and sources. All material on this website is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from the Software, including but not limited to code and software ("Material"). You may, however, download Material from the pages offered to the public for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices and use the Material in accordance with all restrictions applicable to your use of the Service in general. In the event that you download Material from the Service, such Material is licensed to you by Everest Receivable Client and Everest Receivable Client does not transfer title of any such Material to you.

2. User Rules and Guidelines

a) Registration

Users are typically invited to the Everest Receivable Client Site by a creditor or collection company. User must provide certain information to access their data and use the functions of Everest Receivable Client. You agree to provide true, accurate and complete information about yourself. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if Everest Receivable Client suspects that your information is untrue or inaccurate, not current, or incomplete, Everest Receivable Client may, in its sole discretion, suspend or terminate future access to the Software. Any personal information supplied hereunder will be subject to the terms of our privacy policy. All users must be age 18 or older. Public webpages are currently provided for free. Everest Receivable Client reserves the right to change the nature of our free public access pages at any time.

b) Authentication data

You access Everest Receivable Client by providing the last four digits of your Social Security Number and a combination of other criteria including, but not limited to: the phone number you were contacted at or the creditor's reference number they provided. You agree that you will immediately notify Everest Receivable Client of any unauthorized use of your data or account, or any other breach of security and that you will log off of the software at the end of each session to prevent fraud on your account by third parties.

c) General

Everest Receivable Client may choose to send you e-mail newsletters on a variety of topics. You may elect to not receive these e-mail newsletters, and you may start or stop receiving such e-mail newsletters at any time by sending an e-mail to an address that shall be designated for that purpose. With your permission, Everest Receivable Client may send you e-mails on behalf of pre-screened third parties containing promotional offers or opportunities that we believe may be of interest to you. You may elect to not receive these e-mails, and you may start or stop receiving such e-mails at any time by sending an e-mail to an account that shall be designated for that purpose.

3. Rules for Use of the Site Conduct Required for Use of the Service

It is a condition of your use of the Web site that you do not:

- a) Restrict or inhibit any other user from using and enjoying the site;
- b) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any images or other material depicting nudity as herein defined;
- c) Post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, worms or trojan horses;
- d) Post or transmit any information, software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder, including WAREZ (copyrighted material distributed without permission);
- e) Post or transmit any information, software or other material that contains a virus or other harmful component;
- f) Post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or phreaking;
- g) Post, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," or "chain letters";
- h) Solicit other users to join, become members of, or contribute money to any other online site or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;
- i) Impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
- j) Resell, redistribute, broadcast or transfer the information or use the information derived from the Service in a searchable, machine-readable database;
- k) Use the site to collect personally identifying information about users of the site in violation of our Privacy Policy;
- l) Disguise a file type to thwart Everest Receivable Client's detection processes;
- m) Post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- n) Attempt to gain unauthorized access to other computer systems or networks connected to the Everest Receivable Client site or software;
- o) Use the site or software, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. Everest Receivable Client, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision. You may not use any Material in connection with any site or other use that contains or is associated with information or content prohibited by this section.

4. Monitoring

Everest Receivable Client has no obligation to monitor the use of the site by users or Vendors. You acknowledge and agree that Everest Receivable Client reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Site for operational and other purposes. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with our Privacy Policy. Use of the Site constitutes consent to such monitoring. Furthermore, Everest Receivable Client reserves the right at all times to disclose any information posted on any portion of the Site as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in Everest Receivable Client's sole and absolute discretion are objectionable or in violation of this Agreement.

5. License

By uploading files, inputting data, or engaging in any other form of communication (a "Communication") through the Site, you are granting Everest Receivable Client a royalty-free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to:

- a) Use, copy, sublicense, adapt, transmit, publicly perform, display, or create derivative works from any such Communication; and
- b) Sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Communication. No Communication shall be subject to any obligation of confidence on the part of Everest Receivable Client, except that confidential information shall be deemed personal and confidential and will not be disclosed to any 3rd party, except as a result of a court order.

6. Content on the Site

Communications posted through the Site are provided by users such as you who are unaffiliated with Everest Receivable Client, and the user providing each such Communication is solely responsible for the content thereof. This means that you, and not Everest Receivable Client, are entirely responsible for all Communications that you upload, post, email or otherwise transmit via the Site. In using the Site or receiving e-mail messages from other users through the Site, you should not assume that such messages have been reviewed by Everest Receivable Client, that such Communications contain correct information, or that the persons posting such

Communications have accurately identified themselves and/or their affiliation with any third party. You understand that by using the Site, you may be exposed to Communications that are offensive, indecent, or objectionable. Under no circumstances will Everest Receivable Client be liable in any way for any Communication, including, but not limited to: liability for any errors or omissions in any Communication, or for any loss or damage of any kind incurred as a result of the use of any Communication posted, e-mailed, or otherwise transmitted via the Service.

7. Personal Safety

When using the Site, please be certain that anything you say does not compromise your personal safety. Do not provide your name, phone number, postal or e-mail address, your password, or any other personally identifying information to people you do not know. Do not continue any conversation online that makes you feel uncomfortable.

8. Submissions

Everest Receivable Client is pleased to hear from users and welcomes your comments regarding Everest Receivable Client Site, programs and software. Everest Receivable Client welcomes creative ideas, suggestions, or materials. Accordingly, we value your feedback. If you send submissions, suggestions, ideas, notes, concepts or other materials (collectively, "Comments"), they shall be deemed, and shall remain, the property of Everest Receivable Client, and shall otherwise be subject to the provisions below. You represent and warrant that you are authorized to grant all rights in the Comments to Everest Receivable Client. Disclosure, submission, or offer of any Comments shall constitute an assignment to Everest Receivable Client of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such Comments. Everest Receivable Client may edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to Everest Receivable Client and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the Comments. Everest Receivable Client is and shall be under no obligation to: (1) maintain any user's Comments in confidence; (2) to pay to any user any compensation for any Comments; or (3) to respond to any user's Comments.

9. Creditors, Collection Firms and Attorneys (Clients)

a) Cost to maintain Everest Receivable Client is funded by creditors and collection companies. In most cases, Clients pay a flat monthly technical service fee and a nominal transaction fee for a completed transaction.

b) Among the many reasons Clients utilize Everest Receivable Client is that it provides a friendly environment for customers to manage their accounts from the privacy of any location that the user chooses, at their convenience;

c) Accounts negotiated online without the use of an agent provides a substantial reduction in operating cost. Offers or counter offers accepted have no correlation to the service charges that clients pay Everest Receivable Client. Any offer you make within your creditor's criteria or any random counter offer presented to you that you accept is not based on the cost of the creditor utilizing Everest Receivable Client, apart from the act that all businesses take into account operational cost when pricing any product, service or settlement.

d) Your business dealings with Everest Receivable Client may be further governed under separate agreement between you and Everest Receivable Client. Your dealings with Clients shall be governed under separate agreements between you and the Client(s). Everest Receivable Client is not liable or responsible for any proposal offers, promises or agreements made to you by Client(s). Everest Receivable Client is not responsible for any other terms, conditions, warranties, or representations associated with user's dealings with Client(s), and are solely between you and such Client. Everest Receivable Client will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such Clients of Everest Receivable Client.

10. Disclaimer of Warranties

Everest Receivable Client HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SERVICE. NEITHER Everest Receivable Client, ITS PARENT OR SUBSIDIARY COMPANIES NOR ITS AFFILIATES OR SUPPLIERS OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE SERVICE, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SERVICE, AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Everest Receivable Client DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. Everest Receivable Client DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SERVICE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, INCLUDING THE STORAGE SERVICES AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Everest Receivable Client DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SERVICE OR IN THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE. You assume all risk of errors and/or omissions, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Site, including the information, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided hereunder. You acknowledge and agree that your use of the Site, and any information sent or received in connection with same, may not be secure and may be intercepted by unauthorized parties. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY.

11. Limitation of Liability

IN NO EVENT SHALL Everest Receivable Client, ITS PARENT OR SUBSIDIARY COMPANIES OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SERVICE, Everest Receivable Client'S REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED OR POSTED ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF Everest Receivable Client OR ANY OF ITS SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT Everest Receivable Client, ITS PARENT OR SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

12. Indemnification

You agree to defend, indemnify and hold harmless Everest Receivable Client, its 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 attorney's fees) arising out of or accruing from:

- a) Any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy;
- b) Any misrepresentation made by you in connection with your use of the Service;
- c) Any non-compliance by you with the terms and conditions of this Agreement; and
- d) Claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

13. Termination

Everest Receivable Client may, in its sole discretion, terminate your password, account (or any part thereof) or use of the Site, or remove and discard any Communication transmitted by you, or information stored, sent, or received via the Service without prior notice and for any reason, including, but not limited to:

- a) Concurrent access of the Site with identical user name and password;
- b) Permitting another person or entity to use your user name and password to access the Site;
- c) Any other access or use of the Site except as expressly provided in this Agreement;
- d) Any violation of the terms and conditions of this Agreement or the rules and regulations relating to the use of, the software and/or data files contained in, or accessed through, the Site; and
- e) Tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site.

14. Trademarks

Everest Receivable Client, the Everest Receivable Client logo, are trademarks of Everest Receivable Client, LLC and all other trademarks, service marks and trade names used on the Site are the property of their respective owners, and all of the above trademarks may not be copied, downloaded or otherwise exploited without the permission of Everest Receivable Client or the owner of such trademark, service mark or trade name.

15. Minors

If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use the Site, you agree that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Site; and (c) the consequences of any use of the Service by such Minor. Children under the age of 18 should not register for any Service hereunder. At various places on the Service, we ask whether users are under the age of 18. Everest Receivable Client relies on our users to be truthful in responding to these questions. If a user does not identify his/her proper age, we will have no way of verifying actual age with respect to our privacy policy.

16. Child Online Protection Act Notification

Pursuant to 47 U.S.C. Section 230(d) as amended, Everest Receivable Client hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.. To view information on our policy regarding the privacy of children under the age of 13, please see our privacy policy.

17. Infringement Policy

Everest Receivable Client, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Service if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Everest Receivable Client accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), Everest Receivable Client has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All claims of infringement must be submitted to Everest Receivable Client in a written complaint that complies with the requirements below and is delivered to our designated agent to receive notification of claimed infringement:

By mail: Everest Receivable Client

2351 N Forest Dr, Ste 100

Getzville, NY 14068

By e-mail: aburkard@everest-inc.com

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

following information:

- a) A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed;
- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials;
- c) Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d) Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address;
- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

18. Modification

Everest Receivable Client reserves the right, in its sole discretion, to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of the Site. Such amendments, modifications, additions or deletions shall become effective upon notice thereof, which may be provided to you by posting on the Site, via e-mail or any other reasonable means. Continued use of the Site by you shall constitute your binding acceptance of any such amendments, modifications, additions or deletions.

19. Export Control

Information, unless otherwise specified, on the Site are presented solely to provide information regarding and to promote Site and other products available in the United States, its territories, possessions and protectorates. The Site is controlled and operated by Everest Receivable Client from its office and from such locations as Everest Receivable Client elects. Everest Receivable Client makes no representation that materials on the Site are appropriate or available for use outside the United States. Those who choose to access the Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. Software from the Site is further subject to United States export controls. No software from the Service may be downloaded or otherwise exported or re-exported (A) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

20. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to any principles of conflicts of law. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in NH, U.S.A., regarding any and all disputes relating to this Agreement or your use of the Service. You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by Everest Receivable Client to provide the Service hereunder. You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of Everest Receivable Client. Any assignment of the foregoing other than as provided for in this section shall be null and void. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, shall be enforced to the fullest extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions. This Agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service or access to the Service. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

21. Rules for Chat rooms, Message Boards, and Other User-Supplied Material

Portions of this Site may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Site or others ("Post" or "Postings"). Postings do not reflect the views of Everest Receivable Client and Everest Receivable Client does not have any obligation to monitor, edit or screen any Postings, but may do so in its sole discretion. Notwithstanding anything else in these Rules of Conduct, Everest Receivable Client should not be seen as endorsing any Post in any way. Neither Everest Receivable Client nor its parent company, its respective officers, directors, and employees, subsidiaries and/or affiliates shall be liable for any posting that is in violation of this agreement.

You acknowledge that anything you submit to Everest Receivable Client Site by way of any Posting is routed through Everest Receivable Client's servers and the Internet and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that the Posting and features on Everest Receivable Client Sites are postings for public and not private communications. Please keep in mind that whenever you give out personal information online, for example, via message boards or chat, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk. (Users under the age of 18 should be especially careful not to provide any personally identifying information while using chat rooms or message boards. As set forth in Terms and Conditions of use at www.paynow.everest-inc.com, users of chat rooms and message boards must follow acceptable standards of behavior when posting messages online.)

If a Posting originates from you or your account, you hereby agree not to post any materials that:

- a) Interfere with anyone else's use of the Site;
- b) Are abusive, illegal, defamatory, libelous, indecent, obscene, offensive, or threatening in any way;
- c) Encourage anyone to break the law;

d) Violate anyone's copyright, trademark or other property right;

e) Interfere with the privacy of any other user;

f) Contain a virus or any other harmful component; or

g) Contain false or misleading statements of fact or descriptions of the origin of the material or the communication. You agree to comply with any additional terms which are referred to on this Site or any sub-site within the website.

You are prohibited from posting or transmitting any defamatory, libelous, obscene, pornographic, profane, threatening, or unlawful material or any material that constitutes or encourages conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Although Everest Receivable Client may from time to time monitor or review bulletin boards, chat rooms, discussions, postings, transmissions, and the like on the Site, Everest Receivable Client is under no obligation to do so and assumes no liability or responsibility arising from the contents of any such communications or for any defamation, error, inaccuracy, libel, obscenity, or profanity contained in any such communication. Everest Receivable Client may change, edit, or remove any user material or conversations that are illegal, indecent, obscene, or offensive, or that violate Everest Receivable Client's policies in any way. Further, Everest Receivable Client reserves the right to remove or edit content at any time and for any reason although we have no duty to do so. Everest Receivable Client will fully cooperate with any law enforcement authorities or court order requesting or directing Everest Receivable Client to disclose the identity of anyone posting such materials.

Posting is for noncommercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity.

If you believe that any content on the Site (including, without limitation, Postings) violates any of the terms of this agreement, please email aburkard@everest-inc.com. We may not respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.