

Terms of Use

Please read these Terms of Use carefully before using the Assurant Recovery Solutions website, or any associated mobile application. If You do not agree with any part of these Terms of Use, You must not use the Site. Your continued use of the Site will constitute Your acceptance of these Terms of Use, as may be modified by Us at any time without notice to You. Please check this page regularly for updates.

By accessing and using the website, You agree to be bound by these Terms of Use of the Assurant Recovery Solutions website (the "Site") without limitation or qualification. The products and/or services on the Site are offered by Assurant Recovery Solutions, located at 21222 30th Drive SE, Suite 120, Bothell, WA 98021-7012, and all subsidiaries, affiliates and agents (collectively "We" "Our" or "Us").

Permitted Use

All of the content in the Site is made available only for Your personal, lawful, non-commercial use in connection with contracted debt collection services offered by Us. Use of the Site by a competitor company or other non-consumer third party is prohibited.

Except as expressly mandated by law, You may not, without Our prior written permission: (i) link from another website to the Site; (ii) assign or transfer any rights granted by these Terms of Use; or (iii) access, or attempt to access, the Site through any automated means (including use of scripts, crawlers, or similar technologies).

Our Products and Services

The information and material provided on the Site is intended for general reference only, and may not describe all of the terms, conditions, and exceptions applicable to the products and services offered by Us on this Site. All coverages are subject to the terms and conditions of the contracted debt collection services offered by Us. The services offered on the Site are only available in the jurisdictions in which We are properly licensed.

Third-party Sites

We may provide links to other websites that are not under Our control and which We do not maintain. These links are provided for Your convenience. When You activate these links, You will leave the Site. We do not endorse or take responsibility for the content on third party websites or the availability of those websites and We are not liable for any loss or damage that You may suffer by using those websites. If You decide to access linked websites, You do so at Your own risk. We do not verify nor make any warranty or representation about the content, accuracy, opinions expressed, warranties, products or services, intellectual property compliance, or links of such third-party site. You should read the terms of use and privacy policies on all third-party websites.

Some products or services may be made available on the Site by third-parties not affiliated with Us. You agree that if You use or install any product or service provided by a third party, You will seek redress from that third party if its product or service causes any loss or damage to You. We are not responsible for any product or service that is used or downloaded from a source other than Us. You further agree that any downloading, accessing, or using of third-party products or services is performed at Your own risk.

Availability of Site

While We have taken care in the preparation of the Site, and We use reasonable efforts to include accurate and current information on the Site, certain technical matters may be beyond Our control and We cannot guarantee that You will have uninterrupted or error free access to all of the Site at all times, that defects will be remedied, or that the Site, or the server that makes the Site available, are virus or bug free. Access may be suspended occasionally or restricted to allow for repair or maintenance or for the introduction of new services. You agree that We may stop (permanently or temporarily) providing the Site (or any features within the Site) to You anytime for any breach of these Terms of Use, or at Our sole discretion, without prior notice to You. You acknowledge that We may, at any time and in Our sole discretion, change the requirements (type of Internet access, hardware, software) to use the Site, and any products and services available on the Site.

Copyrights and Trademarks

Except as otherwise indicated, all materials on the Site, including without limitation the logos, names, copyrights and trademarks on the Site are proprietary marks of Assurant, Inc. or the images are used by Us with permission of the copyright owner. Note that We

may not own a copyright to material displayed on a third-party sites that Our Site links to. You must always seek permission from a site owner before copying any materials from them.

Unless otherwise agreed in writing, nothing on the Site shall be deemed to confer on any person any license or right to use any such image, logo, name, trademark or any other intellectual property and any such will constitute an infringement of the rights of the holder.

Privacy and Passwords

We value and protect the privacy of Your information. Through Your use of the Site You agree that any information that We collect from You when using Our Site, including cookie files, will be dealt with in accordance with Our [Online Privacy Policy](#). We may change Our [Online Privacy Policy](#) from time to time, without notice to You.

Any foreign operations of Assurant, Inc. companies, or those Assurant, Inc. companies that are domiciled and operate outside the United States may be subject to different privacy requirements. You should refer to the privacy policy of that particular company when visiting its website or the website of its foreign operations.

Some portions of the Site may be protected and require a user identification code (“User ID”) and password for access. Unauthorized access or use of such portions of the Site is prohibited. To obtain access to certain online services, You are given the opportunity to register with Us. You are responsible for maintaining the confidentiality of Your details and Your password and for restricting access to Your computer to prevent unauthorized access to Your account. You accept responsibility for activities that occur under Your account and You should take all steps to ensure Your password is kept confidential. You agree to inform Us immediately if You have reason to believe Your password is being used in an unauthorized manner. For Your protection, if We believe that any unauthorized access may occur or has occurred, We may terminate such access without prior notice to You. You also agree that We are permitted to act upon any instructions received using Your User ID and password and to consider such instructions as authorized by You.

You must not use the Site in any way that causes or is likely to cause access to be interrupted, or impaired in any way and You acknowledge and agree that You are responsible for electronic communications sent from Your computer.

Indemnification

To the extent permitted by law, You agree to defend, hold harmless and indemnify Us, Our 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 reasonable attorneys fees) arising out of or accruing from Your use of the Site, any third-party site, or Your violation of these Terms of Use.

Disclaimer

While We use all reasonable efforts to ensure that the information contained on the Site is current, accurate and complete at the date of publication, and We do Our best to correct errors and omissions as soon as We can, all information, products, services, content and other material on the Site, accessible from the Site, or on a Third-party site are provided “as is” and without warranties or representations of any kind, either express or implied. This means that We expressly disclaim all warranties, express or implied, including without limitation the warranties of title and non-infringement and the implied warranties of merchantability and fitness for a particular purpose. To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Site or any information contained therein. Users should be aware that they use the Site and its content at their own risk. If You are in a state or country that does not allow a disclaimer of implied warranties, the above disclaimer or a portion of it may not apply to You.

Content and information provided by third parties are published on the Site as supplied to Us and We are not responsible for its accuracy or timeliness. You must take appropriate steps to verify this information before acting upon it.

Limitation of Liability

Access to and use of this Site is at the user’s own risk. We shall not be liable for any loss, damage, injury, or claim, nor any special, indirect, incidental, consequential, exemplary or punitive damages of any kind, whether such action is based in tort, contract, negligence, strict liability, or other law, even if We have been advised of the possibility of such damages. We shall not be liable for any Third-party site, materials on any Third-party site or the inability to use any Third-party site; and defect, omission, error, interruption, delay, or computer virus; or the unauthorized alteration of or access to Your transmissions or personal data.

If You are in a state or country that does not allow the limitation of liability for certain damages, the above limitation of liability or a portion of it may not apply to You. However, You agree in any event that Our total liability for all damages, losses, injuries, or claims of any kind or nature shall be limited to the amount You have paid to access the Site.

Monitoring of Telephone Calls and Emails

Telephone calls and email correspondence with Us as a result of Your access to the Site may be recorded for training, administrative and security purposes, and as otherwise permitted by law. By using such communication methods, You are consenting to such activities taking place.

Emails and Data Protection

Please note that there is no guarantee that any e-mail sent to this site will be received by Us or that the message will remain confidential while being transmitted. Your email address and the content of Your email may be shared with, or disclosed, to third parties, who are necessary to address the content of Your email, and as otherwise permitted by law. We may retain the content of the form or email, the email address and Our response. This enables Us to retain an audit trail of Our contact and provide You with the product, service or information You may have requested.

Rating, Review and Comment Policy

You agree not to communicate any material that may be considered, in Our sole discretion, sexually explicit, pornographic, indecent, unlawful, harassing, vulgar, libelous, defamatory, offensive, abusive, obscene, threatening, false, SPAM, Malware or otherwise objectionable material. You must not communicate any material that violates Our intellectual property rights, or the intellectual property rights of any other party. You may not also communicate information that relates to self-promotional materials, political content or commercial solicitations.

We are not responsible for any content submitted by You. You acknowledge and agree that We may monitor content submitted by You; delete, or refuse to post any content submitted by You without notice; and use or disclose all content provided by You in any way without prior notice or prior approval from You. You also agree that We have no obligation to seek a license or compensate You for use of any content submitted by You.

Children's Online Privacy

We do not knowingly collect personal information from anyone under the age of 13. If You are under the age of 13, You must not use the Site.

Severability

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed from these Terms of Use without affecting the rest of these Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

Jurisdiction and Enforceability

These Terms of Use and Your relationship with Us under these Terms of Use shall be governed by the laws of the State of Washington without regard to its conflict of laws provision. You and Us agree to submit to the exclusive jurisdiction of the United States District Court for the Western District of Washington and the state courts located within King County, Washington to resolve any legal matter arising from these Terms of Use. Notwithstanding this, You agree that We shall be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

You agree that if We do not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which We have the benefit of under any applicable law), this will not be taken to be a formal waiver of Our rights and that those rights or remedies will still be available to Us.

Entire Agreement

These Terms of Use state the entire agreement with regard to the items discussed above.