

**THIS COMMUNICATION FROM A DEBT COLLECTOR IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

# Terms and Conditions

Effective as of October 28, 2021

## Agreement

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS AS THEY GOVERN YOUR ACCESS AND USE OF THE PROFESSIONAL CLAIMS BUREAU, LLC D/B/A PCB (“PCB”) PAYMENT PORTAL (“PCB PAYMENT PORTAL”) AND THE PCB WEBSITE, INCLUDING ANY INFORMATION YOU PROVIDE TO PCB ON THE WEBSITE OR THE PAYMENT PORTAL. THE PCB WEBSITE AND PAYMENT PORTAL ARE AVAILABLE AT THE FOLLOWING ADDRESSES, RESPECTIVELY: <https://pcbinc.org>

These Terms and Conditions are a legal agreement regarding the PCB Website and Payment Portal, between you (referenced herein as “you” or “your”) and PCB (referenced herein as “we,” “us” and “our”).

By using the PCB Website and the PCB Payment Portal or clicking or tapping "Agree," you agree to these Terms and Conditions, as well as our Privacy Policy (“*Privacy Policy*”), which is also available under the Privacy Policy link and is in effect at the time, as well as any amendments and modifications made by PCB. These Terms and Conditions may be modified or amended at any time. You should visit this page, the PCB Website, and the PCB Payment Portal from time to time and whenever you access or use the PCB Website and PCB Payment Portal to review the current terms and conditions that are in effect at that time. **Your continued use of your Designated Account, as defined below, as a payment method on the PCB Payment Portal after changes are made to these Terms and Conditions or Privacy Policy constitutes your acceptance of these changes.** If you do not agree with any of the listed terms and conditions, please do not use or access the PCB Payment Portal.

Any payments made or proposed through this site and related links are considered voluntary payments. By processing any payment less than the full balance owed, you understand and agree that PCB is not agreeing to a specific payment arrangement (unless expressly confirmed by a representative of PCB via telephone, email, letter, stipulation or other correspondence). Payments made shall be applied to the account selected by you. You understand that making a payment on your account, other than a payment in full, does not establish a payment arrangement and may not stop further collection effort. PCB does not agree to suspend collection activity unless expressly confirmed via telephone, email, letter, stipulation or other correspondence.

## **License**

These Terms and Conditions provide you with a personal, revocable, limited, non-exclusive, and non-transferable license to use, as applicable, the PCB Website and PCB Payment Portal solely

for your personal use and conditioned on your continued compliance with these Terms and Conditions. Your use of the PCB Website and PCB Payment Portal is subject to and conditioned upon your complete compliance with these Terms and Conditions. Without limiting the effect of the foregoing, PCB may immediately terminate your right to the use of the PCB Website and PCB Payment Portal, without prior notice, upon any breach of this Agreement by you. You may print materials and information from the PCB Payment Portal or PCB Website for your personal use only, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. You may not use, copy, transmit, distribute, display, modify, reproduce, rent, lease, sell, license, or sublicense either the PCB Website or PCB Payment Portal (or any part thereof) in any manner not expressly permitted by these Terms and Conditions. You also agree not to reverse engineer or reverse compile any of the technology used to provide the PCB Website or PCB Payment Portal. You agree not to post content from the PCB Website or PCB Payment Portal to any news groups, social media, sites, blogs, mail lists, or bulletin boards. Finally, you agree not to submit fraudulent, misleading or otherwise falsified information relating to you or your account, if any, through the PCB Website or PCB Payment Portal.

### **Proprietary Rights**

PCB or other third parties involved in providing the PCB Website and PCB Payment Portal (if any) own and exclusively retain any and all patent, trademark, copyright or trade secret rights (collectively referred to as "*Intellectual Property Rights*") and any related rights associated with the PCB Website and PCB Payment Portal and the software, design, functionality, processes, procedures, systems, know-how, inventions, sales materials, technical materials, documentation and other materials provided in connection with the PCB Website and PCB Payment Portal as well as the content and other works of authorship provided, displayed or published in connection with the PCB Website or PCB Payment Portal. You further acknowledge and agree that PCB or other third parties involved in providing the PCB Website and PCB Payment Portal, as the case may be, shall exclusively own all Intellectual Property Rights in and to any and all improvements, enhancements, derivative works, modifications, or developments made to or resulting from any of the foregoing, including those developed, worked on, learned, or conceived by PCB or other third parties involved in providing the PCB Website and PCB Payment Portal in connection with providing the PCB Website and PCB Payment Portal to you, and you assign any such rights to PCB or its designee. Your sole right is to use the PCB Website and PCB Payment Portal as provided in this Agreement.

### **User Acceptance and Obligations.**

Your use of the PCB Website and PCB Payment Portal constitutes your acceptance of these Terms and Conditions, including the Privacy Policy. These Terms and Conditions are subject to change from time to time at our sole discretion. You should visit this page, the PCB Website, and the PCB Payment Portal from time to time, and whenever you access or use the PCB Website and PCB Payment Portal, to review the current terms and conditions that are in effect at that time. Your continued use of the PCB Website and PCB Payment Portal will indicate your acceptance of such change(s) and the Terms and Conditions as revised by such change(s). In the event that an immediate change is needed to ensure the security of the PCB Website and PCB Payment Portal,

we will post a notice of any such change(s) on the PCB Website and PCB Payment Portal. You may choose to accept or decline such changes by continuing or discontinuing use of the PCB Website and PCB Payment Portal. By accessing or using either the PCB Website or PCB Payment Portal, you also agree to be responsible for and to abide by all applicable local, state, national, and international laws, regulations, rules, and guidelines with respect to your use of the PCB Website or PCB Payment Portal. In addition, you agree to assume all responsibility for compliance with these Terms and Conditions and for your use, and the results of your use, of the PCB Website or PCB Payment Portal.

## **Privacy**

Please see our Privacy Policy for information relating to our collection and use of information you submit to the PCB Website or PCB Payment Portal. For information about PCB's collection and use of personally-identifiable information from any source, including the PCB Website or PCB Payment Portal and off-line sources, please also see our Privacy Notice.

## **Third Party Software and Links to Other Sites**

The PCB Website and PCB Payment Portal may provide the opportunity to use or access software or services that are not part of the PCB Website and PCB Payment Portal ("*Third-Party Software*") and links to the websites of third parties ("*Linked Sites*") but are each provided by a third party ("*Third Party Provider*"). Use of Third-Party Software and Linked Sites through links or otherwise is solely at your election, risk and expense. PCB shall not have any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party software, websites, networks or pages. You are responsible for obtaining and complying with the Third-Party Provider's license or terms of use. PCB does not endorse or assume any responsibility for any such Third-Party Software, Linked Site or for any obligation of the Third-Party Provider to you. You agree that the Third-Party Provider (and not PCB) is solely liable and responsible to Customer for any content, services, any problems or claims with respect to the Third-Party Software or Linked Site including any security or data breach.

## **Electronic Funds Transfers**

You are a consumer and have one or more accounts with us and are registering to make payments through the PCB Payment Portal. Except as otherwise explained in these Terms and Conditions, you may use the PCB Payment Portal to authorize one-time or recurring payments on one or more of your accounts. You acknowledge that the origination of electronic debit transactions to your bank Account must comply with provisions of United States law and the rules of the National Automated Clearinghouse Association (NACHA).

You may access this agreement at any time via the portal. You also have the right to withdraw your consent to this agreement at any time. To request paper statements or to withdraw your consent to this electronic agreement, please contact us at:

PCB Consumer Assistance Department  
439 Oak Street  
Garden City, NY 11530

Phone: (877) 247-4650

By utilizing the portal, you are authorizing PCB to complete an electronic funds transfer from your bank account and accepting these Terms and Conditions. Please remember to print a copy of the Terms and Conditions for your records.

### **Payment Amount and Date of Payments**

You may authorize a one-time payment in any amount greater than the minimum payment of \$50.00 or the balance due to pay in full the account. You may designate a payment post-date up to and including the payment due date; however, if you enter a payment post-date after 4:00 p.m. Eastern Time, we may change the payment post-date to the date of our next business day. A “business day” means any day other than a Saturday, Sunday, holiday or other day on which we are required or permitted to be closed. Regardless of the payment amount or payment post-date your schedule using the PCB Payment Portal, you are responsible for complying with all of the Terms and Conditions of your account.

To use the PCB Payment Portal to authorize electronic payments on your Account, you may add or enter a bank, debit card or credit card account (“Designated Account”) and schedule one-time or recurring electronic payment from that bank account as scheduled. You represent and warrant that you have the authority to authorize us to debit (take) the scheduled payment(s) from the bank, debit card or credit card account selected.

### **Insufficient Funds**

Funds must be available in the Designated Account you have authorized us to debit when an PCB Payment Portal electronic payment is processed against the Designated Account. Depending on your bank’s policies, your bank may charge a non-sufficient funds (“NSF”) fee if there are insufficient funds in your Designated Account when an PCB Payment Portal electronic payment is processed. PCB is not responsible for any NSF fees charged by your bank for failure to have sufficient funds in your Designated Account at the time the electronic payment is processed.

If your Designated Account rejects the payment because of NSF or, we, at our discretion, may attempt to process the payment again within thirty (30) days. If a recurring payment is rejected for NSF, we reserve the right to stop the preauthorized recurring payment.

### **Payment Limits**

We reserve the right to limit the maximum amount of a payment, limit the number of payments in a time period, and to reject a proposed payment, in our sole discretion.

## **Revocation of One-Time or Recurring Payments**

To revoke, change, or cancel a one-time or recurring payment scheduled using the PCB, contact PCB at (877) 247-4650 at least three (3) days ahead of your scheduled payment, Monday through Friday, 8 a.m. – 5 p.m. Eastern Time. You will not be charged for cancelling a payment prior to it being processed. You understand that we may not honor any stop payment requests received less than three business days before the scheduled payment date, and that once we have begun processing a payment it cannot be canceled or edited by us. We may also require you to put your request in writing and send it to us at the address above within 14 days after you call.

You are not permitted to change, revoke or terminate a one-time or recurring payment if that payment is in process. A payment is in process on the posting date of the payment. You may have the legal right to stop or revoke electronic payments by contacting the bank where you hold the Designated Account. Contact your bank to determine the information and time your bank needs to process your revocation.

## **Termination of Payment Service**

PCB may refuse to allow any user or person to access the PCB Website or PCB Payment Portal without notice for any reason at any time. You may terminate your participation in the PCB Payment Portal, but you must do so by writing or emailing us at the address below in the “Comments, Questions, and Concerns” section. See the previous section for instructions regarding how to cancel recurring payments. If you close your Designated Account, you agree to notify us and stop initiating any further transactions, but you still agree to any agreed upon payments.

## **Prior Agreements and Assignments**

These Terms and Conditions replace and supersede all prior agreements you may have with PCB relating to any payments plans or transactions. PCB has the right to assign these Terms and Conditions to any subsidiary, affiliate or successor companies.

## **Error Resolution**

If you suspect a payment has been made in error, telephone us at (877) 247-4650 or write us at the address listed above as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the error appeared. You should also contact the bank where you hold your Designated Account.

Tell us your name and account number, describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Liability Regarding Payments**

IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES, INCLUDING FOR DELAY, NON-DELIVERY, NONPAYMENT OR UNDERPAYMENT OF ANY PAYMENT OR SERVICE TRANSACTION, BEYOND THE SUM OF \$500.00. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, ARISING FROM YOUR ACCESS TO, OR USE OF, THE PCB PAYMENT PORTAL.

WE WILL BE RESPONSIBLE FOR ACTING ONLY ON THOSE INSTRUCTIONS THAT ARE PROPERLY TRANSMITTED THROUGH THE PCB PAYMENT PORTAL AND ACTUALLY RECEIVED BY US, AND DO NOT ASSUME RESPONSIBILITY FOR MALFUNCTIONS IN COMMUNICATIONS FACILITIES NOT UNDER OUR CONTROL THAT MAY AFFECT THE ACCURACY OR TIMELINESS OF SUCH TRANSMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY INTERNET ACCESS SERVICE PROVIDER OR CAUSED BY ANY BROWSER OR OTHER SOFTWARE OR OTHER CIRCUMSTANCES BEYOND ITS CONTROL. WE ARE NOT RESPONSIBLE SHOULD YOU PROVIDE INCORRECT INFORMATION OR IF YOUR PAYMENT INSTRUCTIONS ARE NOT GIVEN SUFFICIENTLY IN ADVANCE TO ALLOW FOR TIMELY PROCESSING OF THE PAYMENT YOU REQUESTED.

### **Fees for Use of the PCB Payment Portal**

PCB does not charge you any monthly or payment transaction fees to use the PCB Payment Portal. You will be responsible for paying any amount you may owe other persons or companies related to the use of the PCB Payment Portal or any bank, debit card or credit card Account linked to your Account in the PCB Payment Portal.

### **Account Management Email Address or Phone Number**

When we send you emails or texts related to the PCB Payment Portal or your PCB Account, we will send those e-mails to the email address or those text messages to the number you identify in

your registration records for the PCB Payment Portal ("*Account Management Email Address or Phone Number*"). You agree that you are the sole user or holder of any Account Management Email Address or Phone Number and that it is not a shared or workplace electronic mail address or phone number. If your Account Management Email Address or Phone Number changes or becomes disabled, you will notify us immediately by updating your email address or phone number on the 'Profile' section of the PCB Payment Portal. If you update your Account Management Email Address or Phone Number on the 'Profile' page of the PCB Payment Portal, that change will take effect within 24-72 hours. You understand and agree that we may send emails or texts to your Account Management Email Address or Phone Number whether or not that address or number includes a designation for delivery to the attention of any specific person and whether or not anyone other than you is able to access and/or read emails sent to your Account Management Email Address or Phone Number.

### **Call Recording**

By using or accessing the PCB Website or PCB Payment Plan, you agree that all calls to and/or from PCB may be monitored or recorded by PCB. By continuing any call to or initiated by PCB, you consent to such monitoring or recording of the call by PCB.

### **Use of Mobile/Cellular Telephone Number**

By providing a cellular or mobile telephone number to PCB, you agree to receiving calls, texts, SMS messages, prerecorded messages, or other communications of any kind whatsoever, at that number or on a device connected to or associated with that number, from PCB and/or its affiliates using an automatic telephone dialing system, autodialer, or predictive dialer. You provide PCB with a mobile or cellular telephone number by adding the number to your account on the PCB Website or PCB Payment Portal, providing a number in an e-mail, text message or other communication to PCB, providing it to an PCB employee, or by contacting PCB from that number. YOU HAVE THE RIGHT TO REFUSE TO PROVIDE THIS CONSENT AND YOU HAVE THE RIGHT TO WITHDRAW THIS CONSENT AT ANY TIME. TO REFUSE TO PROVIDE THIS CONSENT OR TO WITHDRAW YOUR CONSENT, YOU MAY CALL (877) 247-4650, VISIT THE [WWW.PCBINC.ORG](http://WWW.PCBINC.ORG), OR WRITE TO THE: 439 OAK STREET, GARDEN CITY, NY 11530.

### **Email Notifications and Electronic Communications**

By checking the "Agree" box on the main page you agree to authenticate your identity as the account holder and are consenting to receive electronic records. You further give PCB permission to contact you at the e-mail address and/or phone number provided regarding your Account, including via electronic mail and text messages. You may revoke permission to receive electronic notices by contacting PCB at the contact information above, however you will not be able to set up recurring payments due to the requirement to send out notice of intent to deposit your recurring payment.

Certain email or text notifications may be available to you as a Payment Portal user. If available, you may request us to send you an email or text confirmation ("*Confirmation*") when you schedule a payment using the PCB Payment Portal. When we send you a Confirmation, we will email the

address or the text the number provided when you requested the Confirmation. We may send you other Email notifications automatically, when applicable.

### **Contact Authorization**

By agreeing to these Terms and Conditions, you consent to be contacted at the phone number(s) provided to us. This contact may include auto-dialed calls and pre-recorded or text messages. Message and data rates may apply. Contact preferences may be changed at any time.

### **Disclosure of Payment Information To Third Parties**

Unless otherwise provided, PCB will only share your payment transactions under the following circumstances: to complete the transaction, to report to the original or current creditor/service provider, to validate or verify any dispute or account, to comply with government agency or court orders, to otherwise comply with the law, to allow our employees, auditors, service providers, attorneys, or collection agents to fulfill their duties, and in any instance you provide your written permission.

### **Statute of Limitations and Credit Reporting for Time Barred Debt or Accounts**

It is PCB's policy to not collect on accounts that are time barred by the applicable statute of limitations. However, from time to time, PCB's screening and filtering tools may not eliminate these account from its collection efforts despite PCB's policies and procedures to remove these accounts from its collection efforts.

For accounts that are beyond the statute of limitations and cannot be reported any longer to the credit reporting agencies, PCB states as follows: "The law limits how long you can be sued on a debt and how long a debt can appear on your credit report. Due to the age of this debt, we will not sue you for it or report payment or non-payment of it to a credit bureau. A partial payment or promise to pay by you may revive our ability to sue on the account."

For accounts that are beyond the statute of limitations and/or can be reported to the credit reporting agencies, PCB states as follows: "The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue your for it. A partial payment or promise to pay by you may revive our ability to sue on the account."

### **Updating Information on PCB Website and PCB Payment Portal**

Information relating to your account on the PCB Website or PCB Payment Portal will change from time to time based on payments or other changes you or PCB may make to your account. Those changes or payments may not be reflected instantaneously because, among other reasons, payment will not post until after 4:00PM ET and PCB only updates its Website and Payment Portal once a day. Therefore, there could be a delay between 24-72 hours before any changes to your account, such as outstanding balance, are reflected on PCB's Website or Payment Portal.



## **Changes and Severability to Terms and Conditions**

PCB may modify, change or alter these Terms and Conditions and PCB Privacy Policy at any time without notice to you. If any provision of these Terms and Conditions, including any change or modification, is held to be invalid, illegal, void, or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of these Terms and Conditions will not be affected or impaired by such holding. **Your continued use of your Designated Account, as defined above, as a payment method on the PCB Payment Portal after changes to these Terms and Conditions or Privacy Policy constitutes your acceptance of these changes.**

## **Enforcement.**

PCB has the right to monitor the activities on the PCB Website and PCB Payment Portal, including through viewing or recording any activity as allowed by applicable law. PCB also must comply with government or court authorities when necessary. Criminal and/or civil prosecution may be brought in the event of actual or attempted unauthorized use of the PCB Website or PCB Payment Portal. Neither you nor any third party at your direction or permission may modify, alter, or change the PCB Website or PCB Payment Portal. You are not to circumvent, disable, or otherwise avoid any security device, protocol, or procedure established by PCB for the PCB Website or PCB Payment Portal.

Moreover, you acknowledge that any threatened or actual breach of these Terms and Conditions or Privacy Policy by you may cause irreparable injury to PCB and/or its licensors, such injury would either be difficult to quantify or not be quantifiable in monetary damages, and PCB would not have an adequate remedy at law. You therefore agree that PCB shall be entitled, among other things, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these Terms and Conditions or Privacy Policy. Accordingly, you hereby waive any requirement that PCB or its licensors post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to PCB to enforce any provision of these terms and conditions.

## **Termination**

PCB may terminate these Terms and Conditions, as well as your right to access and use the PCB Website or PCB Payment Portal immediately on reasonable grounds, which shall include but are not limited to you breaching a material obligation under these Terms and Conditions, violating any applicable law in connection with the PCB Website or PCB Payment Portal, or engaging in fraud or illegal activity relating to the PCB Website or PCB Payment Portal. You may also terminate at any time by ceasing to use the PCB Website and/or the PCB Payment Portal or discontinuing your account by contacting PCB as set forth in the “Comments, Questions, and Concerns” section. Upon termination, any licenses to you shall also terminate. However, provisions of these Terms and Conditions relating to the parties’ warranties, representations, proprietary rights, limitation of liability, arbitration, governing law, and enforcement shall survive the termination of these Terms and Conditions.

## **Arbitration and Class Action Waiver**

**BY AGREEING TO THESE TERMS AND CONDITIONS AND USING THE PCB WEBSITE AND PAYMENT PORTAL, YOU AGREE THAT ANY CLAIM, DISPUTE OR CAUSE OF ACTION RELATING TO THESE TERMS AND CONDITIONS, THE PCB WEBSITE, THE PCB PAYMENT PORTAL, PCB'S PRIVACY POLICY, OR ANY DEALINGS, INCLUDING COMMUNICATIONS, WITH PCB, ITS PARENT OR AFFILIATES WILL BE RESOLVED BY BINDING ARBITRATION INSTEAD OF IN COURT. IN ADDITION, YOU WAIVE YOUR RIGHT TO BRING A CLASS ACTION OR OTHER CONSOLIDATED OR REPRESENTATIVE ACTION ON BEHALF OF OTHERS.**

These Terms and Conditions, as well as PCB's Privacy Policy, will be governed by the Federal Arbitration Act. In an arbitration, there is no judge or jury, and there is limited review of an arbitration decision. An arbitrator, though, can award individual damages and other relief, including injunctive and declaratory relief. **Again, you waive your right to bring a class action or any other representative or consolidated action on behalf of others.**

Without waiving their rights to arbitration, the parties may file the following in court only: (1) actions that assert claims in small claims court; and (2) an action to enjoin infringement or other misuse of intellectual property rights. To the extent either of these types of matters involve something other than a small claims action or the seeking of an injunction relating to intellectual property, including counterclaims or amendments adding causes of action, the parties may assert their right to arbitration within a reasonable amount of time and it will not be considered waived.

The arbitration will be conducted by the American Arbitration Association (AAA) or JAMS, pursuant to their rules, including any procedures related to consumer disputes. JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or 800-352-5267. AAA rules are available at [www.adr.org](http://www.adr.org) or 800-778-7879. All fees related to the arbitration will be governed by the rules of the arbitration forum. The arbitration will take place in the county where you live or other mutually agreeable location.

## **Governing Law, Venue, and Jury Waiver**

These Terms and Conditions and any claims or disputes relating to or arising out of these Terms and Conditions, the PCB Website, the PCB Payment Portal, or PCB's Privacy Policy shall exclusively be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to Michigan's conflict of law principles, and with applicable federal laws and regulations. To the extent the foregoing Arbitration provision does not apply, you irrevocably submit to the nonexclusive jurisdiction of the state and federal courts in Michigan and agree that any legal action or proceeding with respect to this Agreement may be commenced in such courts. EACH PARTY EXPRESSLY, IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

## **Copies of Documents**

During the period we retain documentation of your account, you may request a paper copy of these PCB Terms and Conditions or any authorization to make a one-time payment by calling us at (877) 247-4650. We will provide the copies free of charge.

## **Prohibited Conduct**

You will not use the PCB Payment Portal to conduct any fraudulent or illegal activity; violate any statute, regulation or other legal authority; violate our other property or privacy rights or those of any other person or company; interfere with or obtain unauthorized access to our computer systems or those of any other person or company; or impersonate our identity or that of any other person or company. Upon engaging in such conduct, PCB will not permit you to use or access the PCB Website or PCB Payment Portal.

## **Accuracy of Information**

You agree that all information you provide to us in connection with your Account is true, correct and complete. You agree not to misrepresent your identity or authority to view Account statements and other Account information or to schedule an electronic payment using the PCB Payment Portal.

## **Protect Your Personal Information**

You will keep your PCB Payment Portal Account user name and password and your security questions and answers secret. You will tell us immediately if you believe there has been an unauthorized use of your user name, password, security questions or account. Please tell us by calling (877) 247-4650. We will not be responsible for any loss or damage you may suffer as a result of someone using your user name, password, security questions or Account whether with or without your permission or knowledge. If you give your user name, password, or security questions and answers to someone else or allow someone else to use your PCB Payment Portal account, you will be responsible for all actions taken by that person including, without limitation, the scheduling of any payments or the updating or removal of any payments scheduled on your account, even if that person exceeds your permission.

## **Additional Notices**

### **DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF THE PCB WEBSITE AND PCB PAYMENT PORTAL AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE PCB WEBSITE AND PCB PAYMENT PORTAL, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY

THAT THE PCB WEBSITE AND PCB PAYMENT PORTAL WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE PCB WEBSITE, PCB PAYMENT PORTAL OR AFFILIATED TECHNOLOGY WILL BE CORRECTED. FURTHER, PCB DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THE PCB WEBSITE, PCB PAYMENT PORTAL OR THESE TERMS AND CONDITIONS. PCB MAY MAKE CHANGES TO THESE MATERIALS AT ANY TIME WITHOUT NOTICE. YOUR CONTINUED USE OF THE PCB WEBSITE AND PCB PAYMENT PORTAL FOLLOWING ANY SUCH CHANGE(S) TO THE PCB WEBSITE AND PAYMENT PORTAL WILL BE DEEMED ACCEPTANCE OF ANY CHANGE TO THESE TERMS AND CONDITIONS.

### **LIMITATION OF LIABILITY**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OF PROFITS, GOODWILL, USE, INFORMATION, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE PCB WEBSITE OR PCB PAYMENT PORTAL, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

### **Comments, Questions or Concerns**

Should you have any questions, comments or concerns regarding the PCB Payment Portal or your Account, please contact us at:

PCB Consumer Assistance Department  
439 Oak Street  
Garden City, NY 11530  
Phone: (877) 247-4650