

# Blacklist Collections, Inc.

Website: <http://blacklistcollections.com/>

Email: [support@blacklistcollections.com](mailto:support@blacklistcollections.com)

Tel: 718-540-5454

## **Terms of Service:**

These Terms of Service (“Terms”) are effective immediately for users accessing or using the Service without an Account or those registering Accounts. These Terms have been updated last on March 1, 2021.

**FDCPA Disclosure:** Nothing in the terms of service or the privacy policy shall permit the disclosure of information to third parties in violation of the Fair Debt Collection Practices Act. We only disclose information to affiliated and non-affiliated third parties as permitted or required by the federal Fair Debt Collection Practices Act (“FDCPA”). We may share information we collect with third parties that provide mailing and/or other collection-related services to us. When we share your information with these companies, they are required to limit their use of your information to the particular purpose for which it was shared, and they are not allowed to share it with others except to fulfill that limited purpose. In addition, if permitted by FDCPA, we may also share your information with our affiliates and non-affiliated third parties if also permitted by applicable law.

**PLEASE NOTE: THESE TERMS INCLUDE DISPUTE RESOLUTION PROVISIONS THAT, WITH LIMITED EXCEPTIONS, REQUIRE THAT (1) CLAIMS YOU BRING AGAINST BLACKLIST COLLECTIONS, INC. BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND (2) YOU WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING.**

These Terms govern your access to and use of our products and services, including those offered through our websites, events, communications (e.g., emails, phone calls, and texts) and mobile applications (collectively, the “Service”). By accessing or using the Service, you are agreeing to these Terms, which form a legally binding contract. Do not access or use the Service if you are unwilling or unable to be bound by the Terms. Entering this site or the [sites](#) accessible through [links on](#) this site, you agree to be bound by this agreement. The information and the resources contained on and accessible through this site are made available by Blacklist Collections, Inc. (“Blacklist Collections”), and are subject to your agreement to their terms and conditions.

### **1. Definitions**

- A. Parties.** “You” and “your” refer to you, as a user of the Service. A “user” is someone who accesses or in any way uses the Service. “We,” “us,” and “our” refer to Blacklist Collections and its subsidiaries.
- B. Sites and Accounts.** “Consumer Site” means Blacklist Collections’ consumer website ([www.blacklistcollections.com](http://www.blacklistcollections.com), and related domains) and mobile applications. “Consumer Account” means the account you create to access or use the Consumer Site. “Account” means any Consumer Account.

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## 2. Mini-Miranda Statement

Blacklist Collections is a service that exists to assist practitioners in the field of dentistry collect outstanding invoices and accounts receivable from both individual and commercial consumers. To the extent that this site is used by an individual or business from whom Blacklist Collections is attempting to collect a debt ("Consumers"), each and every communication between Blacklist Collections and a Consumer shall be deemed by Consumer to be an attempt to collect a debt, and any information provided to Blacklist Collections by a Consumer shall be used for the purposes of collecting said debt(s).

## 3. Changes to the Terms

We may modify the Terms from time to time in accordance with the needs of our business. The most current version of the Terms will be located here. You understand and agree that your access to or use of the Service is governed by the Terms effective at the time of your access to or use of the Service. If we make material changes to these Terms, we will notify you by email, by posting notice on the Service, and/or by other method prior to the effective date of the changes. We will also indicate at the top of this page the date that such changes were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. You understand and agree that your continued access to or use of the Service after the effective date of changes to the Terms represents your acceptance of such changes.

## 4. Translation

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with Blacklist Collections, and any inconsistencies among the different versions will be resolved in favor of the English version.

## 5. Notice for New York City Residents

Our Department of Consumer Affairs License number is 2097798. Please note that the New York City Department of Consumer and Worker Protection ("DCWP") requires us to ask you for your language preference for reporting purposes. To share your language preference send us a letter addressed to Blacklist Collections 1923 McDonald Ave, #508 Brooklyn, NY 11223, along with your name and language preference. Please note that at this time, this company does not provide language access services other than English. Translation and descriptions of commonly-used terms are available in multiple languages on the DCWP's website, [www.nyc.gov/dca](http://www.nyc.gov/dca).

## 6. Using the Service

- A. **Eligibility.** To access or use the Service, you must have the requisite power and authority to enter into these Terms. You may not access or use the Service if you are a competitor of Blacklist Collections or if we have previously banned you from the Service or closed your Account.
- B. **Permission to Use the Service.** We grant you permission to use the Service subject to these Terms. Your use of the Service is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, incomplete, fails to provide adequate warning about potential risks or hazards, or is otherwise inappropriate.

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**C. Service Availability.** The Service may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability.

**D. Accounts.** You must create an Account and provide certain information about yourself in order to use some of the features that are offered through the Service, including posting Content on [Blacklist Collections](#). However, an Account is not required to search, and view content posted by other users. You are responsible for maintaining the confidentiality of your Account password. You are also responsible for all activities that occur in connection with your Account. You agree to notify us immediately of any unauthorized use of your Account. We reserve the right to close your Account at any time for any or no reason. Your Consumer Account is for your personal, non-commercial use only, and you may not create or use a Consumer Account for anyone other than yourself. We ask that you provide complete and accurate information about yourself when creating an Account in order to bolster your credibility as a contributor to the Service. You may not impersonate someone else, provide an email address other than your own, create multiple Accounts, or transfer your Consumer Account to another person without [Blacklist Collections, Inc.'s](#) prior approval.

**E. Communications from [Blacklist Collections](#) and Others.** By accessing or using the Service, you consent to receive communications from other users and [Blacklist Collections](#) through the Service, or through any other means such as emails, push notifications, text messages (including SMS and MMS), and phone calls. These communications may promote [Blacklist Collections](#) or businesses listed on [Blacklist Collections](#), and may be initiated by [Blacklist Collections](#), or other users. You further understand that communications may be sent using an automatic telephone dialing system, and that you may be charged by your phone carrier for certain communications such as SMS messages or phone calls. You agree to notify us immediately if the phone number(s) you have provided to us have been changed or disconnected. Please note that any communications, including phone calls, with [Blacklist Collections](#) or made through the Service may be monitored and recorded for quality purposes. [You can opt-out of certain communications by sending us a letter addressed to Blacklist Collections 1923 McDonald Ave. #508 Brooklyn, NY 11223 and including your name, the communication method you wish to opt out of, and any relevant information such as your phone number or email address.](#)

**F. Live Chat Service.** Live Chat Service is provided on an “as is” and “as available” basis. [Blacklist Collections](#) disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service or accuracy of responses. [Blacklist Collections](#) may modify, suspend, or discontinue the Live Chat Service with or without notice at any time and without any liability to anyone. Use of the Live Chat Service constitutes your agreement to our terms and conditions, but does not trigger any sort of legal relationship beyond that. Content is intended for informational purposes only and does not constitute and shall not be relied on as professional or legal advice. You undertake to use the Live Chat Service exclusively for your own purpose and in a manner consistent with applicable laws. You are fully responsible for any and all content, phrases, and entries added to the network in connection with the use of the Live Chat Service. With any Online service, there is some level of risk when communicating over the Internet. By reading and engaging in the Live Chat Service, you give permission to [Blacklist Collections](#) to provide you some assistance at the time of use and for a reasonable period of time thereafter, and to use the information you provide to us for future reporting purposes. Furthermore, you understand that while [Blacklist Collections](#) will undertake efforts to protect your information, it is not responsible for any information you may enter during the chat session or that it is legally required to disclose. [Blacklist Collections](#) does not accept any liability for any injury, loss or damage incurred by use of or reliance on the information and advice provided via the Live Chat Service and you hereby release [Blacklist Collections](#) and the Live Chat Service representative from any such liability. [Blacklist Collections](#) shall have no liability or responsibility whatsoever for any and all data and content provided by you. You further agree to indemnify and defend [Blacklist Collections](#) against any action that may arise from your use of the Live Chat Service.

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## **7. Content**

**A. Editorial.** The publishers of Blacklist Collections assume no responsibility for any comments or reviews made by any users.

**B. Responsibility for Your Content.** You alone are responsible for Your Content, and once posted to Blacklist Collections, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, and any risks associated with personal information you disclose. You represent that you own or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Blacklist Collections. You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, service mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; violates or advocates the violation of any law or regulation; or violates these Terms.

**C. Use of Your Content.** We may use Your Content in a number of different ways, including by publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sub-licensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Service and any Other Media the right to access Your Content in connection with their use of the Service and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Blacklist Collections and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

**D. Ownership.** You own Your Content posted on the Service. We own the Blacklist Collections Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation (including, but not limited to, our selection, coordination, aggregation, and arrangement of User Content and other Service Content), computer code, products, software, aggregate star ratings, and all other elements and components of the Service excluding Your Content, User Content and Third-Party Content. We also own the copyrights, trademarks, service marks, trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with the Blacklist Collections Content and the Service, which are protected by copyright, trade dress, patent, trademark, and trade secret laws and all other applicable intellectual and proprietary rights and laws. As such, you may not sell, license, copy, publish, modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way use or exploit any of the Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Service and the Blacklist Collections Content are retained by us.

**E. Advertising.** Blacklist Collections and its licensees may publicly display advertisements, paid content, and other information nearby or in association with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

**F. Other.** User Content (including any that may have been created by users employed or contracted by Blacklist Collections) does not necessarily reflect the opinion of Blacklist Collections. Except as required by law, we have no obligation to retain or provide you with copies of Your Content, and we do not guarantee any confidentiality with respect to Your Content. We reserve the right to remove, screen, edit, or reinstate User Content at our sole discretion for any reason or no reason, and without notice to you. We may remove a review if we believe it violates our Content Guidelines. Blacklist Collections does not attempt to verify any licenses a local business or its representatives may have, and consumers should inquire about any such licenses with the business directly.

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## **8. Use of Resources and Information**

A. This site may not be used as a supplement or alternative for health care and is not intended and does not warrant or guarantee the quality or quantity of any services identified; further, the information provided is merely for educational purposes, and its accuracy is not guaranteed. Do not use this site as a substitute for health care. Please consult with your doctor or other health care provider regarding any health questions you may have. This site may not be used for health diagnosis or treatment. Do not use this site to disregard any health advice, nor to delay seeking health advice, because of something you read or see in this site.

B. You understand and agree that neither Blacklist Collections nor its suppliers or vendors or linked domain names are responsible or liable for any claim, loss, or damage, of any kind, directly or indirectly resulting from your use of this site or the information or the resources contained on or accessible through it.

C. Blacklist Collections expressly disclaims any implied warranty or representation about the information or accuracy, relevance, completeness, timeliness, or appropriateness for any particular purpose of any kind. Your use of this site is also subject to all additional disclaimers that may appear throughout the site.

## **9. Links to Other Internet Websites Controlled by Third Parties**

A. The Service may host Third Party Content or include links to other websites or applications (each, a “Third Party Service”). We do not control or endorse any Third-Party Content or Third-Party Service. You agree that we are not responsible for the availability, accuracy, or content of any such Third-Party Content or Third-Party Service. Your use of and reliance on any Third-Party Content or Third-Party Service is at your own risk.

B. Some of the services made available through the Service and Third-Party Services may be subject to additional third-party terms of service, privacy policies, licensing terms and disclosures, and other terms, conditions, and policies, including without limitation the ones posted here. It is your responsibility to familiarize yourself with any such applicable third-party terms.

C. This site may include links to other Internet sites created and maintained by Blacklist Collections’ suppliers, vendors, affiliates, or subscribers. Blacklist Collections does not control, makes no guarantees about, and disclaims any express or implied representations or warranties about the accuracy, relevance, completeness, timeliness, or appropriateness for a particular purpose of the information or the resources contained on these or any other Internet sites.

Further, the inclusion of these links is merely for your convenience and is not intended and does not reflect Blacklist Collections’ opinion on the accuracy or the importance of these other sites; further, Blacklist Collections does not endorse in any manner any of the views expressed in, or products or services offered by this or these other sites. All information on this web site by Blacklist Collections, or any associated or linked site, is extracted, read, used, or relied upon by you at your own risk.

## **10. HIPAA Compliance**

This website resource allows you to [view and/or](#) learn information related to certain health topics. Due to the nature of this web site, Blacklist Collections cannot check or verify the accuracy of information contained **on this site** or on health service provider’s web sites. The inclusion of any link to such sites does not imply endorsement, sponsorship, or recommendation by Blacklist Collections of these sites. Blacklist Collections does not warrant the accuracy of information obtained from these web sites. You are advised to conduct your own thorough review of the health service provider (“provider”) prior to retaining or taking advice from that provider. Advice given and opinions expressed throughout providers’ sites are those of the provider, not of Blacklist Collections. Blacklist Collections expressly disclaims all liability for any actions taken or not taken by you based upon any or all advice given, or any service provided by the provider to you.

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## **11. Governing Law**

These Terms and Conditions shall be construed, interpreted, and performed exclusively according to the, excluding conflict of law rules, of the State of New York, United States of America. Any legal action with respect to any transaction must be commenced within one year after the cause of action has arisen.

## **12. Questions**

Should you have any questions of concerns regarding Blacklist Collections' Terms of Use, please contact us at [Blacklist Collections 1923 McDonald Ave. #508 Brooklyn, NY 11223](https://www.blacklistcollections.com/1923-McDonald-Ave-#508-Brooklyn-NY-11223).

## **13. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

**PLEASE READ THIS SECTION CAREFULLY AS IT LIMITS THE LIABILITY OF THE SERVICE AND RELATED ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH ARE NOT LAWFULLY LIMITED. BY USING THE SERVICE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.**

By using this website, you accept this disclaimer in full. If you disagree with any part of this disclaimer, do not use [www.blacklistcollections.com](http://www.blacklistcollections.com).

A. THE SERVICE AND SERVICE CONTENT ARE MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE SERVICE MAY NOT MONITOR, CONTROL, OR VET USER CONTENT OR THIRD-PARTY CONTENT. AS SUCH, YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. THE SERVICE MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF THE SERVICE, ITS SAFETY OR SECURITY, INCLUDING WITHOUT LIMITATION THE SECURITY OF YOUR DATA, OR THE SERVICE CONTENT. ACCORDINGLY, THE SERVICE IS NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SERVICE'S INOPERABILITY, DEPLETION OF BATTERY POWER OR OTHER IMPAIRMENT OF DEVICES USED TO ACCESS THE SERVICE, SERVICE UNAVAILABILITY, SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT OR OMISSION OF CONTENT, ORDER, AND DISPLAY), METRICS OR OTHER CONTENT FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SERVICE.

B. THE SERVICE MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SERVICE OR THAT OFFER GOODS OR SERVICES THROUGH THE SERVICE, OR THE SERVICE'S USERS. ACCORDINGLY, THE SERVICE IS NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE FROM ANY SUCH THIRD PARTY'S ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SERVICE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK.

C. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.

D. THE SERVICE'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE SERVICE IN CONNECTION WITH THE SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.

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E. THE SERVICE'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE WILL NOT BE LIABLE FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS OR REVENUE, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, (v) LOSS OF INFORMATION OR DATA; OR (vi) LIABILITY WITH RESPECT TO A CONSUMER ALERT POSTED ON ANY BUSINESS PAGES FOR YOUR BUSINESS, **(vii) ATTORNEY'S FEES AND COSTS**. THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 12 WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

F. ANY APPLICATION OF THE INFORMATION PROVIDED ON [www.blacklistcollections.com](http://www.blacklistcollections.com). IS AT THE READER'S DISCRETION AND THEIR SOLE RESPONSIBILITY.

G. THIS INFORMATION IS NOT INTENDED TO BE, NOR SHOULD IT BE CONSIDERED, MEDICAL ADVICE. INFORMATION PROVIDED ON THIS **SITE** ARE FOR INFORMATIONAL PURPOSES ONLY. NO INFORMATION ON THIS SITE SHOULD BE USED TO DIAGNOSE, TREAT, PREVENT OR CURE ANY DISEASE OR CONDITION. [www.blacklistcollections.com](http://www.blacklistcollections.com) IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.

H. ALL INFORMATION AND RESOURCES FOUND ON BLACKLIST COLLECTIONS ARE BASED ON THE OPINIONS OF THE AUTHOR UNLESS OTHERWISE NOTED. BLACKLIST COLLECTIONS DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THIS WEBSITE IS COMPLETE, ACCURATE, CURRENT OR RELIABLE.

I. THE INFORMATION ON THIS WEBSITE IS NOT INTENDED TO REPLACE A ONE-ON-ONE RELATIONSHIP WITH A QUALIFIED HEALTH CARE PROFESSIONAL. IT IS ADVISED THAT YOU CONSULT A MEDICAL PROFESSIONAL BEFORE MAKING ANY HEALTH CHANGES. NO INFORMATION ON THIS SITE SHOULD BE RELIED UPON TO DETERMINE DIET, MAKE A MEDICAL DIAGNOSIS, OR DETERMINE TREATMENT FOR A MEDICAL CONDITION. NEVER IGNORE PROFESSIONAL MEDICAL ADVICE IN SEEKING TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON THIS SITE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL 911 OR YOUR LOCAL EMERGENCY SERVICE PROVIDER IF YOU ARE OUTSIDE OF THE UNITED STATES OF AMERICA.

J. IF ANY CLIENT CHOOSES TO HIRE ANY INDIVIDUAL OR ENTITY FOR ANY PROCEDURE, THEY CONFIRM THAT THEY DID NOT RELY ON THIS WEBSITE TO MAKE THAT DECISION. BLACKLIST COLLECTIONS SHALL NOT BE LIABLE FOR ANY NEGATIVE MEDICINE/DRUG INTERACTIONS WITH THE MEDICATION THE CLIENT IS CURRENTLY TAKING. I HEREBY RELEASE **BLACKLIST COLLECTIONS** AND ITS STAFF FROM ANY AND ALL LIABILITY THAT MAY OCCUR.

K. IN PREPARATION OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION EVERY PAGE ACCESSIBLE THROUGHOUT, EVERY EFFORT HAS BEEN MADE TO OFFER THE MOST CURRENT, ACCURATE, AND CLEARLY EXPRESSED INFORMATION POSSIBLE. NEVERTHELESS, INADVERTENT ERRORS IN INFORMATION MAY OCCUR. IN PARTICULAR BUT WITHOUT LIMITING ANYTHING HERE, BLACKLIST COLLECTIONS DISCLAIMS ANY RESPONSIBILITY FOR TYPOGRAPHICAL ERRORS AND INACCURACY OF THE INFORMATION THAT MAY BE CONTAINED ON THIS WEB SITE. BLACKLIST COLLECTIONS MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER REGARDING THE QUALITY, CONTENT, COMPLETENESS, SUITABILITY, ADEQUACY, SEQUENCE, ACCURACY, OR TIMELINESS OF SUCH INFORMATION AND DATA.

L. IF MISLEADING, INACCURATE OR OTHERWISE INAPPROPRIATE INFORMATION IS BROUGHT TO OUR ATTENTION, A REASONABLE EFFORT WILL BE MADE TO FIX OR REMOVE IT. THIS INCLUDES CONTENT THAT:

- a. MAY INFRINGE ON ANY PATENT, TRADEMARK, TRADE SECRET, OR COPYRIGHT
- b. IS FALSE, MISLEADING, UNTRUTHFUL, OR INACCURATE
- c. IS UNLAWFUL, THREATENING, ABUSIVE, HARASSING, DEFAMATORY, LIBELOUS, DECEPTIVE, FRAUDULENT, INVASIVE OF ANOTHER'S PRIVACY, TORTIOUS, OBSCENE, VULGAR, PORNOGRAPHIC, OFFENSIVE, PROFANE, CONTAINS OR DEPICTS NUDITY, CONTAINS OR DEPICTS SEXUAL ACTIVITY, OR IS OTHERWISE INAPPROPRIATE AS DETERMINED BY US IN OUR SOLE DISCRETION;
- d. CONSTITUTES UNAUTHORIZED OR UNSOLICITED ADVERTISING, JUNK OR BULK E-MAIL OR TEXT ("SPAMMING");
- e. IMPERSONATES ANY PERSON OR ENTITY, INCLUDING ANY OF OUR EMPLOYEES OR REPRESENTATIVES; OR INCLUDES ANYONE'S IDENTIFICATION DOCUMENTS OR SENSITIVE FINANCIAL INFORMATION.

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## **14. Limitation of Liability**

With respect to products, goods, or services purchased from any entity identified, listed, named or contacted through Blacklist Collections' Web site, or any links to Blacklist Collections' website, to the maximum extent permitted by applicable law, in no event shall Blacklist Collections or its suppliers or vendors be liable for any direct, indirect, special, punitive, incidental, exemplary, contractual, or consequential damages, or **attorney's fees** and costs, or any damages whatsoever of any kind, resulting from any loss, which by way of example, includes loss of use, loss of data, loss of profits, business interruption, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability, or otherwise, arising out of or in any way connected with the use or performance of this site, with the delay or inability to use this site, or with the provision of or failure to make available any information, services, products, materials, or other resources contained on or accessible through this site, even if advised of the possibility of such damages.

You acknowledge and agree that the limitations set forth above are elements of this agreement, and that this site would not be provided to you absent such limitations.

## **15. Representations and Warranties**

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

A. **Disclaimer of Warranty:** Blacklist Collections and its suppliers and vendors disclaim all express or implied representations or warranties with regard to the information, services, products, materials, and any other resources contained on or accessible through this site, including without limitation any implied warranties of merchantability or fitness for a particular purpose. All information provided by Blacklist Collections is made available "as is" and "as available" without warranty of any kind, or any express or implied promise, including, by way of example, its continuing availability.

### **B. You represent and warrant that:**

- a. You have read and understood these Terms;
- b. You have read and understood our Privacy Policy. If you use the Service outside of the United States of America, you consent to having your personal data transferred to and processed in the United States of America **with the understanding that your data may pass through other countries as determined by the relevant internet service providers and hubs.**

### **C. You also represent and warrant that you will not, and will not assist, encourage, or enable others to use the Service to:**

- a. Violate our Terms, including these Terms and the Privacy Policy;
- b. Post any fake or defamatory review, trade reviews with others, or compensate someone or be compensated to post, refrain from posting, or remove a review;
- c. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- d. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- e. Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except in connection with a Business Account in accordance with the Business Terms;
- f. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Service's search results, review Recommendation Software (as defined in the Business Terms below), or any third-party website;
- g. Solicit personal information from minors, or submit or transmit pornography;
- h. Violate any applicable law;
- i. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Service Content (other than Your Content), except as expressly authorized by Blacklist Collections;

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- j. Use any robot, spider, Service search/retrieval application, or other automated device, process or means to access, retrieve, copy, scrape, or index any portion of the Service or any Service Content, except as expressly permitted by Blacklist Collections.
- k. Reverse engineer any portion of the Service, unless applicable law prohibits this restriction, in which case you agree to provide us with 30 days' prior written notice [sent and addressed to Blacklist Collections 1923 McDonald Ave. #508 Brooklyn, NY 11223](#);
- l. Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;
- m. Record, process, or mine information about users;
- n. Access, retrieve or index any portion of the Service for purposes of constructing or populating a searchable database of business reviews;
- o. Reformat or frame any portion of the Service;
- p. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Blacklist Collections' technology infrastructure or otherwise make excessive traffic demands of the Service;
- q. Attempt to gain unauthorized access to the Service, Accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;
- r. Use the Service or any Service Content to transmit any computer viruses, worms, defects, Trojan horses, malicious code, spyware, malware, or other items of a destructive or harmful nature;
- s. Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;
- t. Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Service Content; or
- u. Remove, circumvent, disable, damage, or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of Service Content, or features that enforce limitations on the use of the Service.

## **16. Indemnification**

You agree to indemnify, defend, and hold harmless Blacklist Collections, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, contractors and representatives of each of them (collectively, the "Entities") from and against any and all third party claims, actions, demands, losses, damages, costs, liabilities and expenses (including but not limited to attorneys' fees and court costs) arising out of or relating to: (i) your access to or use of the Service, including Your Content, (ii) your violation of the Terms, (iii) your breach of your representations and warranties provided under these Terms, (iv) any products or services purchased or obtained by you in connection with the Service, (v) your products or services, or the marketing or provision thereof to end users, or (vi) the infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity. Blacklist Collections reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Blacklist Collections. Blacklist Collections will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

718-540-5454



# Blacklist Collections, Inc.

Website: <http://blacklistcollections.com/>

Email: [support@blacklistcollections.com](mailto:support@blacklistcollections.com)

Tel: 718-540-5454

## **17. Arbitration and Disputes**

### **A. If you are a resident of the United States or Canada:**

a. **EXCEPT FOR EXCLUDED CLAIMS: ANY CLAIM, CAUSE OF ACTION, REQUEST FOR RELIEF OR DISPUTE THAT MIGHT ARISE BETWEEN YOU AND BLACKLIST COLLECTIONS (“CLAIMS”) MUST BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN OUR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND BLACKLIST COLLECTIONS AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. YOU AND BLACKLIST COLLECTIONS EXPRESSLY WAIVE THE RIGHT TO TRIAL BY A JURY.**

b. “Excluded Claims” means: (1) Claims brought by you or Blacklist Collections that could be brought in small claims court, if permitted by the rules of that court, or (2) Claims related to intellectual property (like copyrights and trademarks), violations of Blacklist Collections’ the Terms of Use, or a breach of the “Representations and Warranties” section. Excluded Claims may be brought in court. Any issues relating to the scope and enforceability of the arbitration provision will be resolved by the arbitrator. If any Claim cannot be arbitrated in accordance with this provision, then only that Claim may be brought in court and all other Claims remain subject to arbitration.

c. **Excluded Claims and Claims that cannot be arbitrated must be brought in court.** New York law will govern these Terms (to the extent not preempted or inconsistent with federal law), as well as any such Excluded Claim or Claim that cannot be arbitrated, without regard to conflict of law provisions. You or [Blacklist Collections](#) may seek relief in any small claims court of competent jurisdiction. All other Excluded Claims and Claims that cannot be arbitrated are subject to the exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within Kings County, New York and you consent to the personal jurisdiction of these courts for the purpose of litigating any such Claim.

d. Arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules then in effect. For more information, visit [www.adr.org](http://www.adr.org). Arbitration may be conducted in person, through the submission of documents, by phone or Online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.

e. You agree that any subpoena, third-party discovery request, or other third-party process directed to [Blacklist Collections](#) must issue from, or be domesticated by, the state or federal courts located within Kings County, New York and you agree to submit to the jurisdiction of each of these courts for any related proceedings.

## **18. Termination**

**A. You may terminate the Terms at any time by closing your Account, discontinuing any access to or use of the Service, and providing Blacklist Collections with a notice of termination.**

**B. We may close your Account, suspend your ability to use certain portions of the Service, terminate any license or permission granted to you hereunder, and/or ban you altogether from the Service for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your Account, the Service, Your Content, Service Content, or any other related information.**

**C. In the event of any termination of these Terms, whether by you or us, the Terms of Service will continue in full force and effect.**

## **19. Miscellaneous**

A. Blacklist Collections’ failure to insist upon strict enforcement of any provision(s) of this agreement shall not be construed as a waiver of any provision or right.

B. This agreement and the resolution of any dispute related to this agreement or this site shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles or conflicts of law. Any legal action or proceeding between Blacklist Collections or its links, suppliers or vendors and you related to this agreement or this site shall be brought exclusively in a state or federal court of competent jurisdiction sitting in the County of Kings, New York.

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**C. Copyright and Trademark Disputes.** You agree to notify us about copyright and trademark disputes concerning User Content. You agree we may forward any notification to the user who submitted the User Content at issue.

**D. Copyright.** All materials on this Internet site, including the site's design, layout, and organization, with the sole exception of User Content, are owned, and copyrighted by Blacklist Collections or its suppliers or vendors, and are protected by U.S. and international copyrights.

**E.** We reserve the right to modify, update, or discontinue the Service at our sole discretion at any time and for any reason, without notice or liability.

**F.** Except as otherwise stated herein, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

**G.** The Terms contain the entire agreement between you and us regarding the use of the Service and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

**H.** Any failure on Blacklist Collections' part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Terms may not be waived, except pursuant to a writing executed by Blacklist Collections.

**I.** If any provision of the Terms is found to be unenforceable or invalid by an arbitrator or court of competent jurisdiction, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

**J.** The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with Blacklist Collections' prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.

**K.** You agree that no joint venture, partnership, employment, agency, special or fiduciary relationship exists between you and Blacklist Collections **solely** as a result of these Terms or your use of the Service.

**L.** The section titles in the Terms are for convenience only and have no legal or contractual effect.

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