

Paragon Revenue Group

Legal Info

By accessing and using this web site, you acknowledge you have been directed to this web site by a written communications from Paragon Revenue Group, a debt collector attempting to collect a debt that included an explanation of your validation rights, your account number, total balance due and the name of the current creditor of your account. If you are not responding to this form of communication, please contact our office at 800-868-1899 or write us at 216 Le Phillip Ct. Concord, NC 28025 to obtain this information.

Hours of Operation: Monday through Friday 8AM to 5PM

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*We are required under state law to notify consumers of the following information. This list does not contain a complete list of the rights consumers have under state and federal law.

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California

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collections Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the 985 Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of any time period described in your collection notice.

Nonprofit credit counseling services may be available in the area.

Minnesota

If you feel that your concerns have not been addressed, please contact Paragon Revenue Group and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

New York

NEW YORK CITY CONSUMERS: Jon Barry & Associates, Inc. d/b/a Paragon Revenue Group ("Paragon") offers the following language access services to NYC consumers: 1) the option to speak with a Paragon representative in Spanish, and 2) the option to receive correspondence in Spanish. In addition, a translation and description of commonly-used debt collection terms is available in multiple languages on the NYC Department of Consumer and Worker Protection's (formerly the Department of Consumer Affairs) website, www.nyc.gov/dca.

North Carolina

NC Department of Insurance Company Number 119498543.

Tennessee

This collection agency is licensed by the collection service board of the department of commerce and insurance.

Website Terms of Use

By accessing or using this Service, you agree to be bound by the terms and conditions below (the "Agreement"). If you do not accept these terms and conditions, you may not use this Service and you should exit this website.

This Agreement forms a binding, enforceable contract between you and Paragon Revenue Group ("us", "we", "our") in connection with the Service offered through this Site.

Paragon Revenue Group is a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

<!--[if !supportLists]-->1. <!--[endif]--> **Eligibility.** This Site and this Service are offered only to individual residents of the United States who are 18 years of age or older. If you are younger than 18, you may not use this Service.

<!--[if !supportLists]-->2. <!--[endif]-->**Accuracy of Information.** You agree that all information you provide to Paragon Revenue Group in connection with the Service is true, correct and complete. You agree not to misrepresent your identity or authority to view information or to schedule any payment using the Service.

<!--[if !supportLists]-->3. <!--[endif]-->**Types of Payments and Payees.** You may use the Service only to authorize payments on account(s) placed with Paragon Revenue Group, a third party debt collector. Payments you authorize will be made from a bank or financial institution account, including by credit or debit card (the "Transaction Account") that **you** designate. It is your sole responsibility to establish and maintain the Transaction Account and to pay any and all fees allowed by law that are associated with the Transaction Account.

<!--[if !supportLists]-->4. <!--[endif]-->**Payment Authorization** By accessing and using this Service, you authorize Paragon Revenue Group to (a) establish and maintain your payment information; and (b) process your payments according to your instructions.

We will use all reasonable and secure efforts to apply all your payments in accordance with your instructions. However, we shall incur no liability if we are unable to complete any payments initiated by you [including, without limitation, because of the existence of any one or more of the following circumstances: (i) your Transaction Account contains insufficient funds to complete the transaction, (ii) the Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction, (iii) you have provided us with incorrect payment account information, (iv) we have been provided incorrect information by the individual or entity to whom you are making the payment, (v) circumstances beyond our control such as, but not limited to, fire, flood, or interference from an outside force; or (vi) the bank or financial institution maintaining the Transaction Account refuses or is unable to honor a payment request from Paragon Revenue Group]

Bank or Financial Institution Limitations. There may be limits or restrictions upon the number or frequency of payments that may be made from your Transaction Account under applicable law or under the terms of your agreement with the bank or financial institution maintaining the Transaction Account.

<!--[if !supportLists]-->5. <!--[endif]-->**Account.** By accessing the Service, you acknowledge that you are responsible for one or more accounts placed for collection with Paragon Revenue Group by your creditor or creditors. If you have more than one account, you may be required to expressly designate which account you are making a payment on. You acknowledge and agree that the accounts listed within this Service may not represent all your accounts with Paragon Revenue Group as accounts may be closed or new accounts may be placed at various times.

<!--[if !supportLists]-->6. <!--[endif]-->**Timing.** By using this Service, you are authorizing us to charge the payment account you designate and to remit funds on your behalf. It is your responsibility to initiate payments in a timely manner so that the funds will arrive on or before the date they are due. It is also your duty to notify us if a payment has not been applied in accordance with your instructions.

<!--[if !supportLists]-->7. <!--[endif]-->**Electronic Funds Transfers.** You may authorize one-time or recurring payments on one or more of your accounts. By using the Service and selecting the "Submit Payment" button, you are authorizing Paragon Revenue Group to complete an electronic funds transfer from the bank or financial institution maintaining the Transaction Account. You may print a copy of your authorization after your payment is submitted. You may request a copy of your authorization by contacting Paragon Revenue Group at 800-868-1899.

<!--[if !supportLists]-->8. <!--[endif]-->**Restrictions on Use**

Paydit is a service for consumers to negotiate account(s) online without speaking with a collection agent. Creditors place accounts with Paragon Revenue Group for collection. Paragon Revenue Group offers this site 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 Paragon Revenue Group Paydit website through a personal computer or mobile device using a communications connection (e.g., modem, telephone line, wireless, etc.). Paragon Revenue Group 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 Paragon Revenue Group's sole discretion and without prior notice or liability. Paragon Revenue Group does not charge users to access the site or use its functionality.

The Site is owned and operated by Paragon Revenue Group 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").

9. User Rules and Guidelines

a) Registration

Users are invited to the Site by Paragon Revenue Group

Users might be required to provide certain information to access their data and use the functions of Paragon Revenue Group's Paydit site. 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 Paragon Revenue Group suspects that your information is untrue or inaccurate, not current, or incomplete, Paragon Revenue Group 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. Paragon Revenue Group reserves the right to change the nature of our free public access pages at any time.

b) Authentication data

You access Paragon Revenue Group's Paydit site by clicking a unique link via a text message sent directly to you by Paragon Revenue Group, or 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 Paragon Revenue Group 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

Paragon Revenue Group may choose to send you e-mails regarding your accounts placed with Paragon Revenue Group for collection. 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 address that shall be designated for that purpose.

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

It is a condition of your use of the Paydit website that you do not:

- a) 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);
- b) Transmit any information, software or other material that contains a virus or other harmful component;
- c) 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";
- d) Impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
- e) Disguise a file type to thwart Paragon Revenue Group's detection processes;
- f) 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;
- g) Attempt to gain unauthorized access to other computer systems or networks connected to the Paragon Revenue Group site or software;
- h) 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. Paragon Revenue Group, 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.

11. Content on the Site

Under no circumstances will Paragon Revenue Group 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.

12. Disclaimer of Warranties

PARAGON REVENUE GROUP 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 PARAGON REVENUE GROUP, 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, PARAGON REVENUE GROUP 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. PARAGON REVENUE GROUP 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. PARAGON REVENUE GROUP 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.

13. Limitation of Liability

IN NO EVENT SHALL PARAGON REVENUE GROUP, 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, PARAGON REVENUE GROUP'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 PARAGON REVENUE GROUP 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 PARAGON REVENUE GROUP, ITS PARENT OR 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.

13. Indemnification

You agree to defend, indemnify and hold harmless Paragon Revenue Group 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.

14. Termination

Paragon Revenue Group may, in its sole discretion, terminate your password, account (or any part thereof) or use of the Site 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) Any other access or use of the Site except as expressly provided in this Agreement;
- c) 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
- d) Tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site.

15. Modification

Paragon Revenue Group 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.

16. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina 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 North Carolina, 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 Paragon Revenue Group to provide the Service hereunder. You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of Paragon Revenue Group. 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.