**TERMS AND CONDITIONS**

**ECI Financial**

**Last Updated: March 25, 2025**

**1. INTRODUCTION**

Welcome to the website of ECI Financial ("ECI," "we," "us," or "our"). By accessing or using our website at [website address] (the "Site"), you agree to be bound by these Terms and Conditions ("Terms"). Please read these Terms carefully. If you do not agree to all of these Terms, you may not access or use the Site.

**2. DEFINITIONS**

"Services" refers to the debt collection and account receivable management services provided by ECI.

"You" or "User" refers to any individual or entity that accesses or uses the Site.

"Creditor" refers to any entity that assigns accounts to ECI for collection.

"Debtor" refers to any individual or entity that owes a debt that has been assigned to ECI for collection.

**3. USE OF THE SITE**

**3.1 Eligibility**

You must be at least 18 years of age to use this Site. By using this Site, you represent and warrant that you are at least 18 years of age.

**3.2 Account Creation**

Certain portions of the Site may require you to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are responsible for safeguarding your password and for all activities that occur under your account.

**3.3 Prohibited Conduct**

You agree not to:

* Use the Site for any illegal purpose or in violation of any local, state, national, or international law
* Violate or encourage others to violate the rights of third parties, including intellectual property rights
* Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable
* Interfere with security features of the Site
* Use the Site to send unauthorized advertising or spam
* Engage in any conduct that restricts or inhibits any person from using or enjoying the Site

**4. DEBT COLLECTION PRACTICES**

**4.1 Compliance with Laws**

ECI conducts all collection activities in compliance with applicable federal, state, and local laws, including but not limited to the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA), and applicable state debt collection laws.

**4.2 Communication Methods**

By providing your telephone number or email address to ECI or to a creditor who has assigned your account to ECI, you expressly consent to receive communications from ECI at that number or address, including by telephone, text message, or email.

**4.3 Payment Methods**

ECI offers various payment methods for the convenience of debtors. All payments are processed securely. By making a payment through the Site, you agree to our payment processing terms and authorize us to process your payment.

**5. PRIVACY POLICY**

Your use of the Site is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy at [link to privacy policy].

**6. INTELLECTUAL PROPERTY**

**6.1 Ownership**

The Site and its contents, including but not limited to text, graphics, logos, icons, images, audio clips, digital downloads, and software, are the property of ECI or its content suppliers and are protected by United States and international copyright, trademark, and other intellectual property laws.

**6.2 Limited License**

Subject to your compliance with these Terms, ECI grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal, non-commercial use of the Site. This license does not include any resale or commercial use of the Site or its contents.

**7. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

**7.1 Disclaimer of Warranties**

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**7.2 Limitation of Liability**

IN NO EVENT SHALL ECI, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SITE OR SERVICES.

**8. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless ECI, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Site, your violation of these Terms, or your violation of any rights of another.

**9. GOVERNING LAW AND DISPUTE RESOLUTION**

**9.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of [State], without regard to its conflict of law provisions.

**9.2 Dispute Resolution**

Any dispute arising from or relating to these Terms or your use of the Site shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in [City, State]. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

**10. CHANGES TO TERMS**

ECI reserves the right to modify these Terms at any time. All changes are effective immediately when posted and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes.

**11. TERMINATION**

ECI may terminate your access to all or any part of the Site at any time, with or without cause, with or without notice, effective immediately.

**12. MISCELLANEOUS**

**12.1 Entire Agreement**

These Terms constitute the entire agreement between you and ECI regarding the use of the Site.

**12.2 Waiver**

The failure of ECI to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**12.3 Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**12.4 Assignment**

These Terms are personal to you and may not be transferred, assigned, or sublicensed by you except with the prior written consent of ECI. ECI may assign, transfer, or delegate any of its rights and obligations without consent.

**12.5 Contact Information**

For questions about these Terms, please contact us at:

ECI Financial
651 N Broad St
Middleton DE 19709

866.699.1080

Admin@ecifinancial.org

By using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.