

BUSINESS COLLECTION SERVICES TERMS - INTERVAL RECOVERY SERVICES LLC

Effective Date: August 6, 2026

IMPORTANT: THESE BUSINESS COLLECTION SERVICES TERMS CONTAIN A BINDING ARBITRATION PROVISION, A CLASS ACTION WAIVER, DISCLAIMERS, LIMITATIONS OF LIABILITY, INDEMNIFICATION OBLIGATIONS, AUDIT RIGHTS, AND CONTINUING PAYMENT OBLIGATIONS. THEY APPLY TO BUSINESSES THAT PLACE ACCOUNTS WITH INTERVAL RECOVERY SERVICES LLC FOR THIRD-PARTY COLLECTION.

These Business Collection Services Terms (the **Terms**) are entered into between Interval Recovery Services LLC, a Utah limited liability company (**Interval, we, us, or our**), and the business or other organization accepting these Terms or using the Services (**Client, you, or your**). Interval's address is 356 S 2000 W, Suite A, Pleasant Grove, Utah 84062. Questions may be sent to Support@interval-recovery.com.

1. ACCEPTANCE; ORDER OF PRECEDENCE

1.1 Acceptance

Client accepts these Terms by checking an acceptance box, signing an order form or collection services agreement that incorporates them, submitting an Account, accessing the business portal, or otherwise using the Services. The individual accepting these Terms represents that the individual has authority to bind Client.

1.2 Additional Agreements

Client and Interval may enter into an order form, collection services agreement, statement of work, fee schedule, implementation document, or other signed writing (each, a **Service Agreement**). If a Service Agreement conflicts with these Terms, the Service Agreement controls solely to the extent of the conflict. These Terms control all matters not expressly addressed in the Service Agreement.

1.3 Separate Consumer Documents

These Terms govern Client's relationship with Interval. They do not govern a consumer's use of Interval-recovery.com or create, establish, or modify any consumer debt. Consumer website use is governed by the Consumer Website and Payment Portal Terms and the applicable Privacy Policy.

2. DEFINITIONS

Account means a consumer or commercial obligation that Client submits to Interval for collection or related services. An Account is either a Consumer Account or a Commercial Account.

Consumer Account means an Account arising from a transaction in which the money, property, or services were primarily for personal, family, or household purposes, and which is subject to consumer-protection laws, including the federal Fair Debt Collection Practices Act and applicable state debt-collection laws.

Commercial Account means an Account arising from a business, commercial, or agricultural transaction. Consumer-protection procedures required for Consumer Accounts apply to Consumer Accounts as required by Applicable Law; Commercial Accounts are handled as business obligations except where Applicable Law provides otherwise.

Account Data means all information, documents, instructions, records, consents, contracts, transaction details, and other materials provided by or for Client concerning an Account or Account holder.

Applicable Law means all laws, regulations, licensing requirements, regulatory guidance, court orders, and binding industry rules applicable to a party, an Account, a communication, or the Services.

Collected Amounts means all money, property, credits, offsets, settlements, insurance proceeds, charge recoveries, and other value received or realized on an Account after placement, whether received by Interval, Client, an affiliate, a processor, an attorney, or another person.

Consumer means an individual who owes or allegedly owes an Account and, where context requires, an authorized representative, business debtor, guarantor, co-signer, or other responsible party.

Interval AI Corporation means the parent company and technology affiliate of Interval Recovery Services LLC, which develops and operates the software, artificial-intelligence systems, and related technology that power the Services.

Services means third-party collection, communications, payment facilitation, dispute handling, credit furnishing, analytics, portal, artificial intelligence, account management, and related services provided by Interval.

3. SERVICES AND COLLECTION AUTHORITY

3.1 Appointment

Client appoints Interval as its collection agent for each Account placed with Interval and authorizes Interval to communicate, negotiate, receive and process payments, investigate disputes, furnish information, use service providers, and take other lawful collection actions. Interval does not purchase Accounts unless a separate signed agreement expressly states otherwise.

3.2 Interval Control

Interval controls the method, timing, channel, tone, frequency, suspension, settlement, payment-plan, escalation, credit-reporting, return, and closure decisions for the Services, subject to Applicable Law and any written parameters accepted by Interval. Client and Consumers may provide information and preferences, but Interval retains final operational and compliance discretion.

3.3 No Collection Guarantee

Interval does not guarantee that any Account will be collected, that any Consumer will respond or pay, that any payment will clear, that any recovery rate will be achieved, or that any Account will be eligible for credit reporting, legal action, or a particular communication method.

3.4 Approved Jurisdictions

Client may submit Accounts only in jurisdictions that Interval has expressly approved for the applicable service and Account type. Interval may hard-code jurisdictional restrictions, but technical controls do not relieve Client of this obligation. Interval is licensed, registered, and bonded in select jurisdictions. Current licensing information may be requested at Support@interval-recovery.com.

3.5 Changes in Authority

Interval may immediately restrict, suspend, or discontinue Services in any jurisdiction if licensing status, law, regulator expectations, vendor availability, or Interval's risk assessment changes. Interval has no liability for doing so.

3.6 Excluded Accounts

Client may not submit federal student-loan debt. Interval may reject any Account category or individual Account in its discretion, including an Account that appears invalid, inaccurate, time-barred, discharged, paid, settled, disputed, fraudulent, improperly documented, legally restricted, uneconomical, or reputationally harmful.

4. ACCOUNT PLACEMENT AND CONTINUING ASSIGNMENT

4.1 Placement

An Account is placed when Client transmits it to Interval through an approved method and Interval accepts it into its system. Interval may establish minimum placement criteria. Unless otherwise approved, the minimum Account balance is fifteen dollars (\$15).

4.2 Timing

The traditional placement point is ninety-one (91) or more days past due, but Client may place Accounts earlier or later if authorized by Applicable Law, the underlying agreement, and Interval.

4.3 No Withdrawal for Convenience

After placement, Client may not withdraw, delete, settle outside Interval, transfer, reassign, compromise, or otherwise interfere with an Account without Interval's prior written consent. Client must provide a reason for every requested removal. A software feature that permits deletion does not constitute consent.

4.4 Required Returns and Closures

Interval may suspend, return, release, or close an Account at any time. Interval will take actions required by Applicable Law, court order, bankruptcy, settlement, invalidity, identity theft, insufficient documentation, licensing restrictions, or a regulator. Such action does not waive fees already earned or obligations that survive closure.

4.5 Continuing Fee Right

Once an Account is placed, the applicable contingency fee is earned on all Collected Amounts, regardless of who receives payment, the payment method, whether the Consumer pays Client directly, whether Client recalls or deletes the Account without authorization, or whether Client settles or transfers the Account outside Interval.

5. CLIENT REPRESENTATIONS AND WARRANTIES

For every Account, Client represents, warrants, and covenants on placement and continuously thereafter that:

- The Account is valid, accurate, legally enforceable, presently owed, and submitted in the correct amount.
- Client owns the Account or has complete authority to place it and authorize all Services.
- Principal, interest, fees, credits, payments, service dates, default dates, and identifying information are complete and accurate.
- The underlying product or service was lawfully offered and delivered, and Client complied with all applicable consumer, lending, billing, cancellation, refund, privacy, and industry laws.
- All interest, collection costs, convenience fees, attorney fees, late fees, and other charges are expressly authorized by the agreement creating the debt or otherwise permitted by law.
- Client delivered every notice, disclosure, invoice, statement, and opportunity to cancel or dispute required before placement.
- Client lawfully obtained Account Data and all consents, notices, permissions, and lawful transfer mechanisms needed to provide it to Interval and permit the Services.
- Client has disclosed any dispute, complaint, hardship, service issue, cancellation, fraud, identity-theft claim, cease request, attorney representation, bankruptcy, death, military status, protected income, settlement, payment plan, prior collection activity, litigation, judgment, lien, or statute-of-limitations issue.
- The Account is not paid, settled, discharged in bankruptcy, subject to an unexpired cancellation right, or known to result from identity theft.
- Client has accurately identified the Consumer's location and the Account's consumer or commercial nature.
- Client will not submit federal student-loan debt or an Account in an unapproved jurisdiction.
- Client possesses and will timely provide competent evidence sufficient to validate, substantiate, and legally collect the Account.

Interval may rely on these representations without independently verifying them. Interval's review, acceptance, scoring, or collection activity does not shift responsibility for the Account to Interval.

6. CLIENT COOPERATION AND ACCOUNT UPDATES

6.1 Documentation

Client must provide all information and documentation requested by Interval, including signed contracts, invoices, itemizations, statements, payment histories, delivery records, cancellation terms, interest calculations, consent records, communications, licenses, and proof of ownership or authority.

6.2 Five-Business-Day Response

Unless a shorter period is required by Applicable Law or specified by Interval, Client must provide requested information within five (5) business days. Client acknowledges that Interval may need a faster response to satisfy a legal or regulatory deadline.

6.3 One-Business-Day Updates

Client must notify Interval within one (1) business day after learning of any payment, credit, refund, chargeback, settlement, dispute, complaint, hardship, cancellation, identity-theft claim, attorney representation, bankruptcy, death, cease request, balance change, legal proceeding, direct contact, or other material Account event.

6.4 Direct Payments

Client must report every direct payment within one (1) business day and provide proof reasonably requested by Interval. Client must not encourage Consumers to bypass Interval.

6.5 Failure to Cooperate

If Client fails to provide timely, complete, or accurate information, Interval may pause communications, decline validation, correct or delete credit furnishing, refund or reverse a transaction, close or return an Account, suspend Services, estimate amounts owed from available records, invoice Client, offset amounts, or take other action permitted or required by law. Client remains liable for all fees, costs, and losses caused by the failure.

6.6 Audit Rights

On reasonable notice, and immediately where fraud or material underreporting is suspected, Interval may audit records relating to placed Accounts, direct payments, settlements, recalls, credits, and Client's compliance. Client must provide reasonable access and cooperation. If an audit identifies an underpayment exceeding five percent (5%) for the reviewed period, Client will pay the audit costs in addition to all unpaid amounts and interest.

7. COMMUNICATIONS, AI, AND HUMAN REVIEW

7.1 Communication Channels

Interval may use calls, prerecorded or artificial-voice messages where permitted, voicemail, text messages, email, letters, secure portal messages, webchat, and other lawful channels. Interval may record or transcribe communications where permitted and with disclosures or consent required by law.

7.2 Identity and Disclosures

Interval generally communicates in its own name as a third-party debt collector. Communications may reference Interval AI Corporation, the original creditor, or another authorized party when appropriate. Interval will provide disclosures required by Applicable Law and will not omit a legally required debt-collector disclosure merely because another entity is referenced.

7.3 Artificial Intelligence

Interval may use artificial intelligence, machine learning, language models, synthesized speech, and automated decision-support tools. An AI assistant will identify itself as an AI or virtual assistant in initial outreach and when asked, subject to channel limitations and Applicable Law. AI output may contain errors and remains subject to compliance controls and human escalation.

7.4 Human Involvement

Interval personnel may communicate with Consumers. Interval may also refer communications to Client personnel, attorneys, vendors, or other authorized live agents.

7.5 Consumer Preferences

Interval may honor channel, time, place, language, and other communication preferences and opt-outs. Client may not instruct Interval to disregard a Consumer's lawful request or Interval's compliance controls.

8. FEES AND PAYMENT OBLIGATIONS

8.1 Contingency Fee

Unless a Service Agreement states otherwise, Client will pay Interval a contingency fee equal to thirty percent (30%) of all Collected Amounts. Rates may vary by Account size, type, jurisdiction, service, portfolio, age, or other factors agreed in writing. Interval may change rates for future placements by written notice. The rate in effect when an Account is placed continues for that Account unless the parties agree otherwise.

8.2 Fee Base

The contingency fee applies to all amounts recovered for Client, including principal, Client-imposed interest, late fees, collection costs, legal charges, and other sums comprising the Account. The contingency fee does not apply to a separate consumer charge retained solely by Interval unless a Service Agreement states otherwise.

8.3 Direct and Indirect Recovery

Client owes the contingency fee on all Collected Amounts after placement, including payments made directly to Client, an affiliate, processor, attorney, successor, or other third party; payments received after unauthorized deletion, withdrawal, transfer, or settlement; credits and offsets; and noncash consideration.

8.4 Additional Consumer Charge

Where the agreement creating the debt or Applicable Law expressly permits, Interval may assess a Consumer an additional **Recovery and Legal Fee** of up to three percent (3%) on an Account-specific basis. Whether this fee applies depends on the nature and severity of the Account and the recovery and legal process; Interval determines in its sole discretion whether to impose, reduce, waive, remove, or refund the charge, and the fee may or may not be applied to any given Account. The charge will be separately disclosed where required. The name of the fee does not mean that Interval is a law firm, provides legal services, or will file litigation. Nothing in these Terms authorizes a charge that is not otherwise legally permitted.

8.5 Processing and Convenience Fees

Interval may pass payment processing or convenience fees to a Consumer only when permitted by law and disclosed before authorization. Any fee that cannot lawfully or operationally be charged to a Consumer will be borne by Client unless a Service Agreement states otherwise.

8.6 Invoices

Invoices are due upon receipt. Past-due amounts accrue interest at one and one-half percent (1.5%) per month or the maximum lawful rate, whichever is lower, plus reasonable collection costs and attorneys' fees.

8.7 Taxes

Fees exclude taxes. Client is responsible for sales, use, excise, withholding, and similar taxes, excluding taxes based on Interval's net income. Client may not reduce payment because of a withholding unless required by law and must provide documentation of any required withholding.

9. PAYMENT PROCESSING, REMITTANCE, AND RESERVES

9.1 Flexible Payment Flow

Payment flow and remittance timing may vary by Client, processor, jurisdiction, and Account. A Consumer may pay Interval, Client, or a payment processor. Interval may remit net funds periodically, invoice Client separately, receive its fee through a split payment, or use another agreed method. Interval will never be required to advance funds before a Consumer payment is finally settled and available.

9.2 Deductions and Setoff

Where permitted, Interval may deduct fees, processing costs, refunds, chargebacks, reversals, reserves, taxes, legal costs, and other amounts Client owes from funds otherwise payable to Client. Interval may set off amounts owed across Accounts and Service Agreements.

9.3 Reserves and Holds

Interval may establish or increase a reasonable reserve, delay remittance, or withhold funds when it reasonably identifies risk involving chargebacks, reversals, fraud, disputes, processor holds, negative balances, legal claims, regulatory requirements, or Client solvency.

9.4 Reversals

If a payment is reversed, refunded, disputed, returned, or charged back after Client receives funds, Client must immediately repay the applicable amount and related costs. Interval may deduct it from future remittances or invoice Client.

9.5 No Fiduciary Relationship

Except to the extent nonwaivable law provides otherwise, payment handling does not create a fiduciary, trustee, escrow, or deposit relationship between Interval and Client. Processor delays and banking interruptions are outside Interval's control.

10. DISPUTES, VALIDATION, COMPLAINTS, AND SPECIAL CIRCUMSTANCES

10.1 Interval Discretion

Interval may pause, limit, or continue activity based on the Account, the Consumer's submission, Client documentation, and Applicable Law. Interval will stop or restrict collection whenever required by law.

10.2 Escalation Events

Interval may route an Account for human or compliance review when it identifies a dispute, validation request, hardship, cancellation request, service dispute, bankruptcy, attorney representation, identity theft, death, complaint, cease request, military issue, fraud concern, or other escalation.

10.3 Client Ownership of Underlying Issues

Client remains solely responsible for the underlying product or service, billing accuracy, refunds, cancellations, warranties, fulfillment, disputes, and defenses. Interval may communicate, investigate, negotiate, or decide collection handling, but does not assume Client's underlying obligations.

10.4 Required Cooperation

Client must provide complete substantiation and written instructions within the period required by Section 6. Interval may rely on Client's response but retains final authority to determine whether collection should resume, an Account should be closed, or information should be corrected.

10.5 Consumer Rights

Nothing in these Terms permits Client or Interval to condition a Consumer's statutory rights on use of a particular form, portal, document, or communication method.

11. CREDIT REPORTING

11.1 Discretionary Service

Interval may furnish Account information to one or more consumer reporting agencies only where the service is available and permitted. Credit reporting is not guaranteed and may vary by state, Account type, creditor, bureau, and documentation.

11.2 Interval Control

Interval may delay, decline, investigate, update, correct, suppress, or delete furnished information whenever Interval considers it legally required, factually appropriate, or prudent. Client may not require furnishing that Interval declines.

11.3 Client Duties

Client must ensure every furnished Account is accurate, complete, substantiated, and eligible for reporting. Client must report material changes within one (1) business day and provide documents requested for a direct or indirect dispute within five (5) business days or any shorter period stated by Interval.

11.4 Pre-Furnishing Requirements

Interval may delay furnishing until it has communicated with the Consumer or completed any notice, delivery, waiting, validation, or other process Interval determines applicable.

11.5 Allocation of Risk

Client is responsible for claims or losses caused by inaccurate or incomplete Account Data, untimely updates, invalid Accounts, or Client's failure to substantiate. Interval remains responsible for its independent violation of nonwaivable law.

12. LEGAL COLLECTION AND THIRD-PARTY PROVIDERS

12.1 Attorneys and Vendors

Interval may use affiliates, attorneys, law firms, investigators, skip-tracing providers, communication providers, payment processors, credit bureaus, data vendors, subcontractors, and other collection partners without obtaining separate Client approval.

12.2 No Promise of Litigation

Interval is not obligated to recommend or commence litigation. No communication will threaten legal action unless lawfully authorized and genuinely contemplated.

12.3 Litigation Authorization and Costs

Any lawsuit, garnishment, repossession, lien enforcement, or similar proceeding requires separate written approval or terms. Client is responsible for court costs, filing fees, service costs, witness fees, attorney fees, and other legal expenses unless otherwise agreed.

12.4 Skip Tracing and Third-Party Contacts

Interval may use lawful location-information and skip-tracing methods. Any contact with relatives, references, employers, or other third parties will be limited by Applicable Law and will not authorize disclosure of the debt where prohibited.

13. DATA, PRIVACY, SECURITY, AND RECORDS

13.1 Data Roles

As between the parties, Client owns Account Data, subject to Interval's rights to possess, process, disclose, retain, and create derived information as necessary to provide, secure, document, enforce, and improve the Services; comply with law; establish or defend claims; and operate its business.

13.2 Permitted Processing

Interval may process identifiable Account Data to provide, support, secure, and document the Services, for collection operations, compliance, fraud prevention, quality assurance, and legal purposes. To develop and improve its own systems and models, Interval uses deidentified or aggregated information wherever practical, and does not use protected health information, or nonpublic personal information received from a financial institution, to train or improve its models or products. Any use of identifiable information for testing, evaluation, or product improvement is limited to what is reasonably necessary and compatible with the purpose for which the information was collected. Interval may use identifiable information where reasonably necessary for the applicable Account, legal compliance, safety, investigation, or service operation. Interval does not sell Account Data for advertising.

13.3 Service Providers

Client authorizes Interval to use service providers and infrastructure, including database, cloud, telephony, messaging, artificial-intelligence, analytics, error-logging, payment, compliance, and registration providers. Interval engages these providers under contracts that require them to protect Account Data, to use it only to perform services for Interval, and not to use it to train their own models. A current list of key service providers is available on request, and providers may change without amendment of these Terms.

13.4 Security

Interval will maintain commercially reasonable administrative, technical, and physical safeguards. Interval maintains a SOC 2 Type II program and uses PCI-compliant payment practices or providers, as applicable. No system is completely secure, and Interval does not warrant that unauthorized access or service interruption will never occur.

13.5 Sensitive Information

Client may submit Social Security numbers, medical records, complete payment credentials, bank credentials, protected health information, or other highly sensitive information only through an Interval-approved secure method and only when specifically requested or approved by Interval.

13.6 Medical Information

Client may not submit protected health information unless Interval expressly approves the data and the parties complete any agreement required by law. If a business associate agreement is required, it controls over these Terms solely regarding protected health information.

13.7 Retention

Interval retains Account records for the period required to meet its legal, licensing, credit-reporting, audit, and recordkeeping obligations — generally at least six (6) years after closure — and no longer than reasonably necessary for those purposes, or longer when needed for a legal hold, disputes, litigation,

fraud prevention, security, backup integrity, or legitimate business records. Termination does not require deletion. Interval may delete records when permitted by law and its retention policies.

13.8 International Data

Client is responsible for providing all notices, consents, transfer mechanisms, and instructions required for international Account Data. Interval may process data in the United States and other countries where it or its providers operate.

13.9 Privacy Policy

Interval's Third-Party Collections Privacy Policy, as updated, describes additional processing practices and is incorporated for notice purposes. If these Terms conflict with a signed data-processing agreement, the signed agreement controls for the covered processing.

14. INTELLECTUAL PROPERTY, FEEDBACK, AND PUBLICITY

14.1 Interval Technology

Interval and its licensors own all rights in the Services, software, portals, models, prompts, workflows, scripts, templates, reports, interfaces, documentation, methods, analytics, derived data, improvements, and related intellectual property. No rights are granted except the limited right to use the Services during the relationship.

14.2 Feedback

Client grants Interval a perpetual, irrevocable, worldwide, royalty-free right to use, modify, commercialize, and incorporate feedback without restriction or compensation.

14.3 Restrictions

Client may not copy, resell, sublicense, reverse engineer, scrape, benchmark for publication, circumvent controls, interfere with security, access another user's data, or use the Services to build a competing product, except where a restriction is prohibited by law.

14.4 Publicity

Client grants Interval and its affiliates permission to use Client's name, trademarks, and logos in customer lists, proposals, websites, presentations, and marketing materials. Client may opt out prospectively by written notice to Support@interval-recovery.com.

15. CONFIDENTIALITY

Each party will use the other party's nonpublic business, technical, financial, and operational information only for the relationship and protect it using reasonable care. Confidential information excludes information that is publicly available without breach, independently developed without use of the information, rightfully received without restriction, or approved for release. A party may disclose information to personnel, advisors, regulators, courts, and service providers with a need to know and appropriate duties, or as legally required. Interval may disclose Account information as reasonably necessary for collection and compliance.

16. COMPLIANCE, MONITORING, AND CHANGES

16.1 Compliance Controls

Interval may implement policies, approval requirements, suppression rules, communication limits, jurisdiction controls, quality reviews, and monitoring beyond minimum legal requirements. These controls do not create a duty to detect Client misconduct or guarantee compliance.

16.2 Client Monitoring

Client must monitor its portal and update Interval regularly, with daily review recommended. Client is responsible for maintaining authorized users, credentials, and internal approvals.

16.3 Beta Features

Features labeled alpha, beta, pilot, preview, test, experimental, or similar are provided as-is, may be changed or discontinued, may contain bugs or errors, and may produce incomplete or inaccurate results. Client assumes the risk of using them and must provide appropriate human oversight.

16.4 Service Changes

Interval may modify the Services, vendors, interfaces, policies, and operational methods at any time. Interval may update these Terms prospectively by posting a revised version or notifying Client of material changes. Continued use after the effective date constitutes acceptance, except where a signed Service Agreement requires another process. A material change to the arbitration provision in Section 22 will not apply to a dispute for which a party has already provided written notice under Section 22.1.

17. SUSPENSION AND TERMINATION

17.1 No Fixed Term

Unless a Service Agreement states otherwise, either party may stop placing new Accounts at any time. This does not withdraw Accounts already placed or terminate continuing obligations.

17.2 Suspension by Interval

Interval may immediately suspend Client, users, Services, remittances, or Accounts for nonpayment, compliance or licensing risk, inaccurate or incomplete information, failure to cooperate, security concerns, suspected fraud, abusive conduct, reputational risk, insolvency, breach, or any reason Interval reasonably considers necessary.

17.3 Existing Accounts

Accounts placed before termination remain assigned to Interval until Interval closes or returns them. All fee rights, direct-payment reporting, audit rights, reserves, repayment duties, and compliance obligations continue.

17.4 Survival

Sections concerning fees, payments, direct recoveries, audits, data, retention, confidentiality, intellectual property, publicity permissions already exercised, disclaimers, indemnification, liability limitations, dispute resolution, and miscellaneous terms survive.

18. WARRANTIES AND DISCLAIMERS

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTERVAL DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, SECURITY, LEGAL COMPLIANCE, AND RESULTS. INTERVAL DOES NOT WARRANT THAT THE SERVICES, AI OUTPUT, ACCOUNT INFORMATION, PAYMENT PROCESSING, CREDIT REPORTING, OR COMMUNICATIONS WILL BE ERROR-FREE, UNINTERRUPTED, COMPLETE, OR SUITABLE FOR CLIENT'S PURPOSES. CLIENT IS RESPONSIBLE FOR ITS UNDERLYING BUSINESS, ACCOUNTS, DATA, INSTRUCTIONS, AND LEGAL OBLIGATIONS.

19. CLIENT INDEMNIFICATION

Client will defend, indemnify, and hold harmless Interval, Interval AI Corporation, their affiliates, vendors, and each of their officers, directors, members, employees, agents, attorneys, successors, and assigns from all claims, demands, investigations, subpoenas, complaints, actions, losses, judgments, settlements, penalties, assessments, refunds, chargebacks, costs, and expenses, including reasonable attorneys' fees, arising from or relating to:

- Any Account, underlying product or service, billing practice, cancellation, refund, contract, or Client-consumer relationship.
- Invalid, inaccurate, incomplete, time-barred, paid, settled, discharged, fraudulent, misclassified, or unauthorized Accounts or Account Data.
- Interest, fees, charges, or expenses included in Account Data or authorized, requested, or represented by Client.
- Client's failure to provide notices, obtain consent, preserve documents, transfer data lawfully, report updates, substantiate an Account, or comply with Applicable Law.
- Client instructions, direct communications, direct payments, unauthorized recalls, deletion, transfer, settlement, or interference with an Account.
- Client's breach of these Terms or a Service Agreement.
- Claims by a Consumer, regulator, credit bureau, payment processor, service provider, or third party, except to the extent finally determined to result solely from Interval's willful misconduct.

Interval may control the defense with counsel of its choice. Client may not settle a claim in a manner that admits fault by, imposes duties on, or restricts Interval without Interval's written consent.

20. LIMITATION OF LIABILITY

20.1 Excluded Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTERVAL AND ITS AFFILIATES, VENDORS, AND PERSONNEL WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES; LOST PROFITS, REVENUE, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL; REPUTATIONAL HARM; OR COSTS OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY.

20.2 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF INTERVAL AND ALL RELATED PARTIES ARISING FROM OR RELATING TO A CLIENT, THE SERVICES, ANY ACCOUNT, THESE TERMS, OR ANY SERVICE AGREEMENT WILL NOT EXCEED THE FEES ACTUALLY RETAINED BY INTERVAL FROM THAT CLIENT DURING THE SIX (6) MONTHS IMMEDIATELY BEFORE THE FIRST EVENT GIVING RISE TO THE CLAIM.

20.3 Scope and Exceptions

The limitations apply regardless of legal theory and to the fullest extent permitted by law. They do not limit Client's payment, reimbursement, audit, confidentiality, data-security, or indemnification obligations; Client's fraud, willful misconduct, or infringement; or liability that cannot legally be limited. Multiple claims do not increase the cap.

21. INSURANCE

Client will maintain insurance appropriate to its business, Account types, and legal obligations, including commercially reasonable general liability and cyber or privacy coverage and any coverage required by law. On request, Client will provide evidence of coverage. This Section does not limit Client's liability.

22. DISPUTE RESOLUTION; ARBITRATION; CLASS WAIVER

22.1 Informal Resolution

Before commencing arbitration, a party must send a written notice describing the dispute, relevant facts, requested relief, and supporting documents. Senior representatives will attempt in good faith to resolve the dispute for thirty (30) days after receipt.

22.2 Binding Arbitration

Except for matters in Section 22.4, every dispute arising from or relating to these Terms, a Service Agreement, the Services, or the parties' relationship will be resolved by confidential, binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be conducted by one arbitrator in Utah County, Utah, unless the parties agree to remote proceedings or another location. The Federal Arbitration Act governs this Section.

22.3 Individual Proceedings Only

CLAIMS MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY. NEITHER PARTY MAY PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR ARBITRATION. THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF.

22.4 Exceptions

Either party may bring an eligible individual claim in small-claims court. Interval may seek temporary, preliminary, or permanent injunctive relief in a court of competent jurisdiction concerning confidentiality, data security, intellectual property, unauthorized access, fraud, or misuse of the Services. Either party may seek judicial assistance to compel arbitration or enforce an award.

22.5 Jury Waiver

TO THE EXTENT A DISPUTE PROCEEDS IN COURT, EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES TRIAL BY JURY.

23. GOVERNING LAW

Utah law governs these Terms without regard to conflict-of-law principles, except that the Federal Arbitration Act governs arbitration. For any permitted court proceeding, the parties consent to exclusive jurisdiction and venue in the state and federal courts serving Utah County, Utah. Applicable collection, licensing, consumer, privacy, and other nonwaivable laws continue to apply to the relevant Account and conduct.

24. NOTICES

Interval may send notices to the email address, portal account, or address associated with Client. Client must keep contact information current. Notices to Interval must be sent to Support@interval-recovery.com, with a copy by recognized overnight delivery to Interval Recovery Services LLC, 356 S 2000 W, Suite A, Pleasant Grove, Utah 84062. A support request is not formal legal notice unless it clearly states that it is legal notice under these Terms.

25. MISCELLANEOUS

25.1 Assignment

Interval may assign these Terms, a Service Agreement, or any right or obligation to Interval AI Corporation, an affiliate, financing source, purchaser, or successor without Client consent. Client may not assign or delegate without Interval's prior written consent. Unauthorized assignments are void.

25.2 Independent Contractors

The parties are independent contractors. These Terms do not create a partnership, joint venture, employment, franchise, fiduciary, or exclusive relationship.

25.3 Force Majeure

Interval is not liable for delay or failure caused by events beyond its reasonable control, including outages, cyberattacks, processor or carrier failures, labor events, disasters, war, terrorism, government action, epidemics, or changes in law.

25.4 Severability and Reformation

If a provision is unenforceable, it will be enforced to the maximum lawful extent and reformed or severed without affecting the remainder. If the class waiver is unenforceable for a particular claim, that claim will proceed in court after all arbitrable claims are resolved.

25.5 Waiver

Failure to enforce a provision is not a waiver. A waiver must be written and signed by the waiving party.

25.6 Entire Agreement

These Terms and applicable Service Agreements are the complete agreement concerning the Services and supersede prior or contemporaneous discussions on that subject. Purchase-order terms and Client-provided terms do not apply unless Interval expressly signs them.

25.7 Interpretation

Headings are for convenience. "Including" means "including without limitation." Electronic records and signatures have the same effect as originals to the extent permitted by law. No presumption against the drafter applies.