

# Terms of Use

Respaid

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## LEGAL INFORMATION

If your billing address is in the United States or Canada, Respaid Inc. [Terms and Conditions](#) apply. If your billing address is located in France, Respaid's [Terms of Use](#) apply.

The Site is operated by the company Respaid Inc (hereinafter the "Company" or "Respaid Inc").  
The Company is located at 490 Post Street, Suite 640, San Francisco, CA, 94102, United States. It can be contacted by email at [contact@respaid.com](mailto:contact@respaid.com)

Respaid is a service company offering invoicing and B2B debt collection services. No section of the Site or its content may be copied, published, reproduced, downloaded, or extracted in any way whatsoever. For the avoidance of doubt, under U.S. law, Respaid doesn't act as a fiduciary agent or partner but as an independent agent for the purposes of facilitating invoice management and debt collection.

The Site is hosted by AWS (hereinafter referred to as the Host).

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## ARTICLE 1: PRESENTATION

These General Terms of Use are designed to outline the terms and conditions for using the Site and the Services provided by Respaid. These terms are legally binding between Respaid and the User who accepts them. The User acknowledges that the online version of the Terms of Use displayed on the Site is the authoritative version, which they accept without any limitations. By accessing the Site and Services, the User agrees to fully comply with these Terms of Use. If the User does not accept these Terms of Use, they must refrain from accessing the Site and the Services. Respaid reserves the right to immediately terminate the User's access to the Site and the Services if they fail to comply with the Terms of Use, without any opportunity for the User to claim damages from Respaid.

### 1.1. Definitions

Terms used herein and starting with a capital letter shall have the meaning given to them below, unless otherwise provided or the context requires a different meaning:

**Client:** any individual or legal entity solicited by the User through online payment, appointment scheduling, or videoconference. This person is a client of the User.

**Collection Fees:** The fees charged by Respaid for the provision of its Collection Services, calculated based on the successful recovery of Debts.

**Debtor Client or Debtor:** the Client solicited by the User as part of the Debt Collection Service to settle or dispute a Debt declared by a Creditor User.

**Account:** the space made available to the User registered on the Site, allowing them to access all the Services offered by Respaid.

**General Terms of Use or Privacy policy:** these general terms of use applicable to the Site and Services.

**Debt:** any liquid, certain, and due debt declared by a Creditor User on the Site.

**Data:** sensitive data, within the meaning of Soc 2 regulations, entrusted to Respaid by Users about themselves or their Clients and Debtor Clients.

**identification:** the personal identifier and password necessary for the User's identification to access the Services. This data is confidential.

**Limitation of Liability for Reimbursements:** The limitation stating that Respaid is not responsible or liable for any reimbursements, disputes, or resolutions between the Creditor User and the Debtor Client after the recovery has been completed.

**Mandate:** the collection mandate given by the Creditor User to Respaid to carry out the Services for the benefit of the Creditor User. By subscribing to the collection service offered by Respaid, the user accepts the collection mandate authorizing Respaid to proceed with debt collection.

**Non-Refundable Recovery Fees:** All fees and charges collected by Respaid and its legal partners for services rendered during the recovery process, which are deemed final and non-refundable upon successful recovery of Debts.

**Parties:** jointly refers to Respaid and the User; individually and/or collectively. Collection: the amicable debt collection service offered by Respaid on the Site.

**Subscription:** the subscription allowing access to the Respaid platform and its features, payable for the forthcoming period (month or year) and independent of the actual use of the platform.

**Services:** all the services provided by Respaid to the User (billing, online payment, webpage with online appointment scheduling and videoconferencing system, blog, influencer program, debt collection).

**Site:** the Respaid.com website and its components (computer code, graphic elements, databases, documentation, etc.) published by Respaid, providing the Services accessible from a computer, smartphone, or tablet.

**Status:** statuses assigned to files as part of the Collection Service to facilitate understanding of their state by Creditor Users.

**User:** any individual consulting the Site and using the Services. This definition includes Users and Clients ; any individual or legal entity subscribing to Respaid's Services. Users are invited to review these terms and use, and privacy policy; a User using the Collection Service to declare and collect a Debt. Unless otherwise indicated in the terms and use, words in the singular include the plural and vice versa.

## 1.2 Purpose

These General Terms of Use aim to define the terms of provision and use of the Site and Services offered by Respaid. They constitute a contractual agreement between Respaid and the User who accepts them. The User acknowledges that the version of the terms and use that is authoritative is the one available online on the Site, which they accept without restriction. The User accessing the Site and Services agrees to comply without reservation with these TOU. In case of non-acceptance of these TOU (Terms of use), the User must renounce access to the Site and Services offered. Respaid reserves the right to terminate access and use of the Site and Services by the User, without delay, by simple written notification, in case of non-compliance with the TOU, without the possibility for the User to seek legal redress for damages against Respaid.

## 1.3 Site Availability

The Site is normally accessible 24 hours a day, 7 days a week, except for maintenance or force majeure. Respaid reserves the right to suspend access to the Site or Services at any time in order to carry out any maintenance or updates.

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## ARTICLE 2: GENERAL TERMS OF USE

These Terms of Use come into force upon their acceptance by the User and remain valid as long as they are not amended or replaced by a new version. The Company undertakes to notify Users of any such changes by email.

### 2.1 Framework of Terms of Use

The Terms of Use apply to the use of the Site by the User and to the Services provided by Respaid. The Company reserves the right to modify the TOU at any time by publishing the new version on its Site. The Company undertakes to notify Users of such changes by email or in the form of an announcement the next time they log on to the Site. In the event of refusal of the new Terms of Use, the User may delete his/her Account on the Site. Before deleting his Account, the User may request the retrieval of his Data through all communication channels offered by Respaid, such as chat support or by e-mail to his Account Manager.

The Terms of Use applicable to a Service are those accepted by the User at the time of his request. These Terms of Use are applicable to all Users of the Site, whatever their country of origin and visit. The Terms of Use are applicable for the duration of the User's use of the Site, from the date of acceptance. In the event of translation into another language, the English version shall prevail. The Terms of Use are governed by State law of California law.

## **2.2. Acceptance of Terms of Use**

Registration on the Site and use of the Site imply the User's unreserved acceptance of all these Terms of Use (by checking a box).

Such acceptance is equivalent to a handwritten signature by the User, who acknowledges having fully reviewed these Terms of Use.

## **2.3 End of Terms of Use**

The User may unsubscribe at any time. All sums owed to Respaid remain due.

Respaid may terminate the Site and the Services at any time by notifying Users and by completing any transactions in progress as of the removal date.

**Term and Termination with Notice** : These Terms of Use come into force upon the User's acceptance and shall remain in effect for an indefinite term, unless otherwise terminated as set forth herein. Either Party may terminate these Terms of Use at any time by giving the other Party at least thirty (30) days' prior written notice. In the event of a serious breach by the User, or any other material default (such as a failure to comply with payment obligations or repeated violations of these Terms), Respaid reserves the right to terminate the User's Account immediately, after providing written notice and a reasonable opportunity (up to fifteen (15) days) to remedy the breach if feasible. Termination of these Terms of Use shall not affect any rights or obligations that have accrued prior to the date of termination. Any sums owed to Respaid remain fully due and payable.

## **2.4. Legal Capacity**

The Use of the Site and Services is reserved for professionals and businesses. The User declares and warrants that they have the authority to bind the legal entity they represent. In case of failure of this perfect representation, Respaid reserves the right to close the Account without prior notice and cancel any ongoing transactions, such that:

- All Respaid Services requested, notably Collection, the payment cycle, or billing, shall be canceled.
- Any issued payment link shall be canceled.
- Any ongoing campaign shall be subject to Fixed Fees as stated under "Status: canceled," unless the User has chosen a subscription plan that covers these fees.

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## ARTICLE 3: CONDITION OF USE

Use of the Site and Services is reserved for professionals and companies. If acceptance of the Terms of Use is made on behalf of a legal entity, the User declares and warrants that he/she has the power to bind said legal entity. In the event of failure to provide such representation, Respaid reserves the right to close the Account immediately, retroactively and without notice. In such a case, the Company cannot be held liable. Previous transactions between Respaid and the User may therefore be cancelled by Respaid. Any closure of the Account under these conditions will be subject to the following consequences:

- All Respaid Services requested, in particular for Collection, the payment cycle or invoicing, will be cancelled.
- All payment links issued will be cancelled.
- Any campaign in progress will be subject to cancellation fees, except in the case of subscriptions to one of the following, according to the plan chosen by the user.

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## ARTICLE 4: ACCESS AND USE OF RESPAID SERVICES

The Site allows the User to access and use the Services.

### 4.1 General Information About Respaid Services

#### 4.1.1 Transfer of Funds

This service is available to the User at a charge. Each transfer of funds to the User's bank account is subject to a charge calculated on the basis of a percentage of 0.86% of the transaction amount plus 0.77 USD corresponding to the funds transfer fee. This percentage may be modified unilaterally by the Company.

#### 4.1.2 Account Activity

The Respaid Service is a service subject to a fee if transactions are observed over thirty (30) rolling days. An account is considered active if it receives a payment over thirty (30) rolling days. In this case, an active account is charged eight US dollars (9.10 USD) to the User.

#### 4.1.3 Settlement of Disputes

Any dispute by the Customer concerning a transaction must be referred to the Customer's bank. In the event of a disputed payment, Respaid undertakes to automatically reimburse the Customer, regardless of the Customer's means of payment. The dispute fee charged by the bank is twenty US dollars (20.00 USD) and is payable by Users, regardless of the origin of the dispute. Respaid undertakes to debit the User's Account within twenty-four (24) hours following payment by Respaid of the said fees.

#### 4.1.4 Validation of a Connected Account

#### **4.1.4.1. Justification for Collecting Supporting Documents for Validation or Reactivation of an Account.**

The "Know Your Customer" (KYC) obligations imposed by Respaid and its banking partner are regulatory requirements aimed at preventing abuses of the financial system. These obligations come from financial regulators. To create or reactivate a connected account, the banking partner Stripe requests specific information to verify the identity of users and the legitimacy of their business activities. This information includes, but is not limited to:

- The identity of the person creating the account.
- The information of the company associated with the account.
- The identity of individuals who own more than 25% of the company.

The Respaid platform is responsible for collecting and submitting this information for the validation and reactivation of the connected account.

For the activation or reactivation of an account, users must provide supporting documents to:

- Verify identity and prevent fraud.
- Comply with current financial regulations.
- Maintain a secure and reliable financial environment.

#### **4.1.4.2. Consequences of Non-activation or Suspension of a Connected Account**

If a connected account is restricted, any active campaign for the Creditor User will be suspended. If validation is not completed within five (5) days, the campaign will be canceled and subject to mass cancellation fees for all ongoing campaigns.

If an account is not fully activated, no campaign can be launched.

#### **4.1.4.3. Non-validation or Restriction of a Connected Account**

Validating an account involves sharing information that legitimizes the account to prevent fraud, in accordance with Stripe's KYC procedures. If an account is not fully activated, no campaign can be launched. If a connected account is restricted, the Creditor User will see any active campaign suspended. If validation is not completed within five (5) days, the campaign will be canceled and subject to mass cancellation fees for all ongoing campaigns.

### **4.2 Invoicing Tool**

#### **4.2.1 Online Payment Service**

The User benefits from online payment via the secure Respaid platform, whose transactions are managed by the Stripe platform, a payment integration solution. The use of this Service requires the creation of a Stripe account linked to the Respaid Account. No prior installation is required. To register, the User fills in an information form with his/her surname, first name, telephone number, email address and the bank

information to which he/she wishes to receive payment. The User undertakes to provide true, accurate, complete and up-to-date information. Should the User fail to provide such information, Respaid reserves the right to approve or oppose the opening of the Account, or to suspend or terminate the Account without prior notice. Once the Account has been created, it can be accessed via Identifiers issued by Respaid. These Identifiers are strictly confidential and must not be divulged. In the event of theft or loss of the Identifiers, the User undertakes to inform Respaid without delay via the e-mail address of the person in charge of the Account, or in the absence of a reply within two (2) working days, via the following e-mail [contact@respaid.com](mailto:contact@respaid.com) or in the absence of a reply within two (2) working days on the live chat which remains accessible via the "Support Center", so that Respaid can update them.

For each invoice issued, the User may either:

- send his invoice from his Account to the Customer, who will receive an email enabling him to pay directly online; or
- add a payment link to their PDF invoices that the Customer can use to pay online.

Payment can be made by credit card, Apple Pay, Google Pay or AMEX. Respaid undertakes to make the first payment for each new account within seven (7) days of receipt of the payment made by the Customer in order to reduce the risks associated with the provision of payment services and to ensure an anti-fraud system. Once Respaid receives notification of successful payment, it takes five (5) days for the transfer to appear in the User's bank account. Subsequent payments will be sent within three (3) to five (5) working days.

#### **4.2.2 Bank Fees**

The Online Payment Service involves charges calculated on the basis of a percentage corresponding to bank charges (hereinafter "Bank Charges"). The Bank Charges consist of a percentage of 3.49% of the total amount of the transaction. A flat fee of fifty four cents (0.54 USD) must be added. A fixed price corresponding to 0.85% of the amount must be added. Bank Charges may be modified unilaterally by the Company. This modification may be made within thirty (30) working days of notification by e-mail to Users. These Bank Charges will be borne either (i) by the Customer, as agreed between the Customer and the User, or (ii) by the User, whose bank account will be credited with the amount paid by the Customer less the Bank Charges. The 'Invoicing' feature offers the ability to make one-time or recurring payments, the latter being defined as 'subscriptions'. In the case of a subscription, an additional billing amounting to zero point eight five percent (0.85%) of the total paid amount is applied.

### **4.3 Collection feature : Debt Collection**

#### **4.3.1 General Information**

Respaid offers a Debt Collection Service. Respaid will coordinate amicable recovery efforts in collaboration with licensed attorneys. These legal partners will send formal notices and undertake appropriate actions to recover Claims, ensuring compliance with all applicable U.S. laws and regulations. In order to use this service, the Creditor User gives Respaid a Mandate so that the Company may undertake to collect his Debts amicably. This Mandate commits Respaid to an obligation of means. Using this Service implies that the Creditor User, by completing the online amicable recourse form, has reviewed and accepted the general

conditions for Recovery for all current and future files. No doubt or withdrawal on the part of the Creditor User regarding the Debts to be recovered is permitted.

**Obligation of Means (No Guarantee).** Respaid and its partner attorneys undertake reasonable efforts to collect debts on behalf of the User. However, Respaid does not guarantee that any specific debt will be fully recovered or recovered within a particular timeframe. Respaid is bound by an obligation of means, not an obligation of result.

**Post-Recovery Responsibility.** Once the debt is successfully recovered and fees have been collected, any subsequent dispute, reimbursement request, or negotiation with the Debtor remains the sole responsibility of the Creditor User. Respaid will not be involved in these matters and is not liable for any refunds or adjustments after the debt has been paid.

#### **4.3.2. Conditions for Using the Collection Service**

The Collection Service is available to the Creditor User only if they have already made unsuccessful attempts to recover their Debt from the Debtor Client, such as sending an invoice. Additionally, the Debt must be liquid, certain, and due, and must not be subject to specific recovery rules due to ethical, confidentiality, or professional secrecy reasons. The Debt must not be older than two and a half years to be included in a campaign. Lastly, the individual Debts to be recovered must exceed five (5) usd, with a total minimum Debt of fifty (50) usd required to open a file.

Upon placing an Account in collection, the Creditor User must refrain from negotiating directly with the Debtor for that same Account and forward any Debtor communications to Respaid within two (2) business days (consistent with MDSA Article 3.1)

#### **4.3.3. Commitments of the Parties**

The Creditor User commits to providing all elements likely to assist in the Recovery of their Debt, including their general terms and conditions of sale or any disputes that have occurred. This information must be true, accurate, complete, and up-to-date. Failure to provide such information, after repeated requests from Respaid, will result in the retention of dossier fees. This information will be transmitted via an Excel spreadsheet containing all Debts the Creditor User wishes to submit to Respaid. The software will process the various Debts and only open a campaign for those that are valid and eligible.

The Creditor User commits to entrusting certain, liquid, and due Debts, under their sole responsibility. Respaid may immediately terminate the Collection procedure. Any amount due, including dossier fees or ongoing procedure fees, remains due.

The Creditor User commits to the reliability of their payment method. The Creditor User has access to their personal space and can modify or update their payment method from their Account at any time. Any amount due and not collected, regardless of the reason, will result in a suspension of access to the Services.

The Creditor User commits, once the dossier is accepted by Respaid, to inform their technical team and professional environment of the existence of the Collection procedure. The Collection procedure should not face internal obstacles within the Creditor User's services unaware of the procedure. Failure to do so, and if

the procedure is impacted, Respaid reserves the right to cancel the dossier and invoice the corresponding fees. An example email template may be provided by Respaid to assist the Creditor User in fulfilling this commitment.

Once the request is made by the partnering law firm handling the dossier, the Creditor User commits not to intervene with the Debtor Client.

The Creditor User guarantees the accuracy and completeness of the information or documents provided, in their nature and amount. Respaid will not perform any verification of the communications from its client. The Creditor User commits to sending Respaid any supporting documents proving the validity of the requested Debt. These documents include accepted quotes or signed orders. Failure to provide these documents may result in the dossier being canceled, with fees due.

The Creditor User commits to informing Respaid within forty-eight (48) hours of any changes in their situation regarding the amount of their Debt or the Collection Service.

Once an Account is placed with Respaid, the Creditor User agrees not to negotiate or communicate directly with the Debtor for the same debt, and must forward any Debtor contact to Respaid within two (2) business days, consistent with the MDSA Article 3.1

#### **4.3.4 Procedure**

Respaid carries out out-of-court debt collection on a freelance basis. As part of this mission, notifications are sent to debtors by email and text message, containing a payment link enabling debtors to clear their debts.

The Creditor User authorizes Respaid to contact the Debtor Client based on the information provided by the Creditor User in an automated manner (automatic email, automatic text message).

The Creditor User authorizes Respaid to claim from the Debtor Client, on their behalf, in addition to the collection fees, all interest for late payment, penalties, indemnities, and penalty clauses, whether statutory, contractual, or transactional, that form the accessories of the Debt, and gives Respaid the authority to settle these amounts.

All Collection procedures are carried out by an attorney partnering with Respaid. All procedures and actions by Respaid as part of the ongoing Collection are accessible to the Creditor User via their Account. The Company commits to updating this information.

The Debtor Customer shall pay his Debt only (i) via the payment link provided in the various notifications sent by the attorney during the Collection procedure, or (ii) to the Creditor User. In the event that the Debtor Customer pays his creditor by a third party (direct transfer, cashier's cheque), he may provide proof of payment of the Debt, via a form made available to him or directly by email to the law firm sending the notifications. He can also dispute the existence of the Debt or provide proof of payment to stop the procedure.

Respaid commits to transferring the funds received from Debtor Clients, minus the Service fees, to Creditor Users within fifteen (15) working days.

In cases where the Debtor Client pays their creditor by another means (direct transfer, check, cash), they can provide proof of payment of the Debt via a form made available or directly by email to the attorney sending the notifications. They can also dispute the existence of the Debt or provide proof of payment to stop the procedure.

The Debtor Client must settle their Debt only (i) via the payment link provided in various notifications sent by the attorney during the Collection procedure or (ii) directly to the Creditor User, who commits to notifying the Company within forty-eight (48) hours from receipt of the funds.

In cases where Collection is made by another payment method to the Creditor User, the latter commits to notifying the Company within forty-eight (48) hours from receipt of the payment.

In case of a failed procedure, Respaid offers the opportunity for legal action, depending on the recovery prospects, and connects the Creditor User with the office to proceed with these steps.

It is also possible for the Debtor Client and the Creditor User to agree on an amicable settlement. In this case, the Creditor User commits to notifying the Company within forty-eight (48) hours from the date of the agreement.

Should the procedure fail, Respaid will suggest whether or not to take legal action, depending on the prospects of recovery, and will put the Creditor User in contact with the law firm to take these steps. In the event of a dispute or a request for invoice by the Debtor Customer, Respaid undertakes to notify the Creditor User by e-mail.

The Creditor User may decide (i) to continue with the amicable settlement (ii) to re-evaluate the amount of the Debt and (iii) to cancel the current amicable settlement. In the absence of a response from the Creditor within four (4) working days, the file in progress will be automatically cancelled. The Flat Fee will be invoiced to the Creditor User.

The Flat Fees will be applicable related to the plan subscribed by the Creditor User. In order to ensure the invoicing of all charges relating to the Creditor User, Respaid sends the latter, on the third day of each month, an invoice presenting a complete overview of all Respaid charges accumulated over the last ten (10) months. This invoice will clearly indicate all information concerning the charges and their collection by the Creditor User.

#### **4.3.4.1 Case Cancellation After Referral to External Counsel & Approval of Payment Plan**

Any referral of a case to external counsel (a Respaid-approved law firm) automatically establishes a debtor-approved payment schedule ("Payment Plan"). Once the Payment Plan has been approved by the debtor and the case has been transferred, the creditor (you, our customer) may not terminate or withdraw the collection procedure unilaterally. Cancellation is possible only with Respaid's prior, express written consent.

If the appointed attorney is disbarred, suspended, or otherwise prohibited from acting, the attorney must immediately cease all direct communication with the debtor. The debtor may still be contacted solely to

update the records previously maintained by that attorney, and Respaid may appoint a new duly authorised professional to continue collection under the existing Payment Plan without further action required from the creditor.

#### **4.3.5 Management of Confirmation Received Payments (CRP)**

In certain cases, information obtained through recovery efforts or provided by the debtor may indicate that a payment has already been made, but requires validation or an update from the User. To handle such situations effectively and ensure transparency, Respaid has established a specific procedure for Confirmation Received Payments (“CRP”).

##### **4.3.5.1 Definition of Confirmation Received Payments**

A CRP refers to a situation in which information about a payment is available but needs confirmation or adjustment by the User. These cases include:

###### **Payment declared by the debtor:**

- The debtor indicates they have paid the debt to the User, but no corresponding update has been made to the Respaid dashboard.
- The information provided is incomplete (e.g., missing invoice number, an amount higher than initially recorded, etc.).

###### **Proof of payment identified through recovery efforts:**

- A proof of payment (e.g., bank transfer, payment receipt) is detected and can be attributed to Respaid’s or its partners’ recovery efforts, but it requires additional validation (e.g., confirmation by the User or alignment with the dashboard records).

##### **4.3.5.2 CRP Management Process**

###### **Initial Notification:**

- Respaid notifies the User by email when a CRP is identified. This communication includes:
- A description of the available information (e.g., proof of payment or the debtor’s statement);
- Any missing or questionable details requiring confirmation;
- A comment from the recovery manager assigned to the file. The User then has five (5) business days to respond and provide any necessary adjustments or confirmations.

###### **Action in the Absence of a Response:**

If no response is received within the allotted time, Respaid will proceed to update the files based on the available information. This may include:

- Recording the payment in the dashboard, or
- Updating the remaining amounts to be recovered.

**Final Notification:**

A final notification is sent to inform the User of the changes made. These updates will be considered final unless the User provides documented proof to the contrary within a reasonable time.

**4.3.5.3 Objectives of Confirmation Received Payments**

- Ensure proactive file management through prompt validation or adjustment of payments.
- Acknowledge the recovery efforts carried out by Respaid and its partners.
- Prevent delays in file processing due to incomplete or outdated information.

**4.3.5.4 Transparency Requirement**

This CRP procedure relies on transparency and collaboration. Any failure to respond within the specified timeframe will be treated as tacit acceptance of the information provided, allowing Respaid to finalize the necessary updates.

**4.3.6 Payment Methods for Debtors**

Debtors have several options to settle their debts:

**4.3.6.1 Payment via Personalized Link**

A payment link is provided to each debtor, allowing payment by credit card. This link offers the following options:

- **Full Payment:** The debtor can settle the entire outstanding amount in a single transaction.
- **Installment Payment:** The debtor may choose to pay the debt in several predefined installments.
- **Deferred Payment:** A payment extension may be granted, allowing the debtor to settle the debt after a specified period.

In all cases, the file status is automatically updated in Respaid's system, and emails are sent to the debtor to keep them informed of any progress on their file.

**4.3.6.2 Direct Payment to the Mandating Entity (the User)**

The debtor may also make a payment directly to the creditor user via bank transfer, credit card, or a third-party payment platform. This method requires the User to manually update the status as soon as the payment is received.

**4.3.6.3 Payment to the Partner Attorney's Office**

Debtors are expressly advised that any payment sent directly to Respaid's partner attorney's office (or partner law firm) will not be processed. Debtors are encouraged to use one of the two methods

described above. As a result, no payment is deposited by the partner attorney, and no remittance slip is issued.

## **4.4. Subscription Terms and Plans**

### **4.4.1 Access and Payment**

A subscription grants access to the Respaid platform and its features, but is independent from actual usage of the platform. The subscription is payable for the specified upcoming period and must be paid in advance, failing which it will be impossible to use the tools. In other words, the subscription provides access to the services but does not include the sending of collection campaigns. Respaid accordingly offers annual or monthly subscription plans for Creditor Users (hereinafter referred to as “Standard, Premium, or Enterprise Plans”). The types of subscriptions are listed on the Site and are individually assigned, non-transferable to third parties.

**4.4.2 Default of Payment and Mass Cancellation** If the subscription remains unpaid for more than six (6) business days, all collection activities on ongoing campaigns will be canceled in accordance with the mass cancellation procedure, and the payment links will be deactivated.

Without a subscription, it is impossible to launch a new collection campaign.

### **4.4.3 Termination of Subscription**

#### **4.4.3.1 General Termination Terms**

The Creditor User can terminate their subscription at any time and will retain access to the Service until the end of the current billing period. If no termination request is made by the Creditor User, the subscription automatically renews under the same conditions until the Creditor User terminates it. A termination request must be made by email to [support@respaid.com](mailto:support@respaid.com), at least fifteen (15) working days before each renewal date, to the following address: For more details on pricing and conditions of the various subscriptions, please refer to [respaid.com/pricing](https://respaid.com/pricing).

Termination of this agreement does not affect Respaid's rights to collect fees for actions carried out prior to the termination date. The creditor/user's financial obligations to Respaid for these actions remain in effect. These fees remain fully payable by the Creditor User to Respaid, even after the collaboration has ended.

#### **4.4.3.2 Effect of Termination on Collection Fees (MDSAI Reference)**

Even after a subscription ends, a campaign is canceled, or any debt-collection services cease, Respaid (and its authorized partners) remain entitled to charge or retain any success-based commission, fee, or other remuneration as stipulated in the Master Debt Servicing Agreement Incorporated (MDSAI) if and when a Debtor ultimately makes payments or settlements that directly or indirectly result from Respaid's prior collection efforts.

In other words, if a Debtor settles any portion of a debt after the Creditor User has stopped using Respaid's services, but in connection with actions already taken by Respaid or its partner law firms, the Collection Fees described in these Terms of Use (and in the MDSAI) will still apply. This obligation

survives any termination or recall, and the Creditor User agrees to promptly notify Respaid of any payments received and to fulfill all applicable commission or fee obligations.

For the avoidance of doubt, if the Debtor makes any payment within twelve (12) months of Respaid's last collection activity or final contact with the Debtor, the applicable Collection Fees remain due to Respaid. After that twelve-month period, the Creditor User shall have no further obligations to Respaid for such post-termination payments, unless otherwise stated in the MDSAI.

#### **4.4.3.3 Late Payment Penalties**

If the Creditor User is late in paying any amounts due, interest will accrue on the unpaid balance from the due date until paid in full at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable California law, whichever is lower. Respaid may also charge a forty-dollar (US \$40.00) administrative fee (or such lesser or greater amount as allowed by law) for each late payment to partially offset the costs associated with delinquent accounts. If Respaid's actual costs of collecting unpaid amounts exceed \$40.00, Respaid reserves the right—subject to California law—to seek additional reimbursement of its reasonable costs, including but not limited to attorneys' fees, court costs, and any other expenses incurred in collecting such amounts.

#### **4.4.3.4 Ending the Subscription and Effects on Ongoing Services**

The Creditor User may at any time inform Respaid of their intention to end their subscription. The subscription permits access to the Services, but it does not affect any debt-collection campaigns launched before the termination notice. Consequently:

- **Suspension of New Services:** Ending the subscription prevents the launch of new collection campaigns or the use of certain advanced features.
- **Continuation of Active Campaigns:** Campaigns already in progress at the time of subscription termination will continue until they are concluded. Respaid retains the right to charge fees for any successful recoveries, even after the subscription has been canceled.
- **Non-Cancellation of Automatic Payments:** The User must ensure their registered payment method remains active so that fees for ongoing campaigns or post-termination recoveries can be collected.
- **Impact of Subsequent Recoveries:** If recoveries occur after the subscription has ended but pertain to ongoing campaigns, the corresponding fees remain due, consistent with the previously accepted Mandate (and the MDSAI).
- **Impact of Record-Maintenance Contact :** If the collaboration between Respaid and the Creditor User is terminated, suspended, or not renewed for any reason, the attorney or other legal representative engaged by Respaid retains the right to communicate with the Debtor solely for the purpose of updating or completing that representative's records (regulatory compliance, statutory record-keeping, anti-fraud requirements, and similar legal obligations).  
No further collection action will be taken without a new, valid mandate, but these limited contacts remain lawful and shall not be construed as breaching the termination between Respaid and the Creditor User.

#### **4.4.4 Use of Client Logos**

By using our services, clients grant us the right to use their logos solely for case study presentations or display on Respaid communication materials.

#### **4.4.5 Collection Fees and Costs**

The Collection Service made available to the Creditor User is subject to payment. Remuneration takes the form of Collection fees based on success, and file and transmission fees for the file to Respaid's partner. Any payment received by the Creditor User will be subject to Collection fees upon success or to contractually agreed fees. In the event of success, whether the Debt is partial or total, the Creditor User is liable for the Collection fees as well as the handling fees accepted when validating the Mandate via the online form.

The billing method is automatically deducted at source in the case of payment via the payment link, or deferred in the case of payment in the hands of the Creditor User. Once the Debt has been collected, there is no possibility for the Creditor User to refuse this direct debit. In the event that the User has not provided the company's bank details, or that, for any other reason, the Collection fees cannot be debited, Respaid reminds you that a campaign launched gives the Company a mandate to debit the sum corresponding to the Collection fees directly from the User's Stripe Connected Account or directly from the User's bank account. Fees are payable in cash, unless otherwise agreed. If the User Creditor fails to pay Respaid by the due date, a mandatory late payment penalty of 15% of the amount due will be charged. In the event that the Creditor User is indebted in any way whatsoever to Respaid, the Company reserves the right to deduct the amount due from a transfer of funds from a payment received from the Debtor Customer. In the event of failure, the processing fees used to remunerate the legal partners will be borne by Respaid.

##### **4.4.5.1 Non-Refundable Recovery Fees and Limitation of Liability for Reimbursements**

Respaid's collection fees are calculated based on the Debtor Client's settlement with the Creditor User resulting from the recovery efforts initiated. Once the recovery has been successfully completed, either through the secure payment link provided or via direct transfer to the Creditor User, the funds are fully credited to the Creditor User's bank account. In this context, any decisions regarding reimbursements, disputes, or resolutions between the Creditor User and the Debtor Client after the recovery are solely the responsibility of the Creditor User. As Respaid acts as a platform managing the recovery process, and since funds do not transit through Respaid but are directly transferred to the Creditor User's bank account, Respaid has no authority to issue refunds of collected fees.

Respaid's role is strictly limited to the initiation and management of recovery procedures. Once recovery is completed and collection fees are collected, Respaid is not involved in any subsequent reimbursement decisions or further actions between the Creditor User and the Debtor Client. Therefore, all fees and charges collected by Respaid and its legal partners for services rendered are considered final and non-refundable. Any reimbursement decisions made by the Creditor User are at their sole discretion and outside the scope of Respaid's responsibilities.

Respaid's collection fees are deemed final and non-refundable once the debtor has settled the debt and Respaid's fees have been collected. Because the funds do not transit through Respaid, the Creditor User is solely responsible for handling any reimbursement or dispute with the Debtor after successful recovery.

Respaid will not issue refunds or intervene in any such disputes. All fees and charges collected by Respaid and its legal partners for services rendered are considered final.

#### **4.4.6 Collection Status and Billing**

Respaid deducts its fees from the sum collected in accordance with the Mandate. The Customer will then be notified of the Collection of his Debt and of the payment of the Collection fees due to Respaid via his Respaid Account.

Billing is based on the age of the invoice as indicated by the Mandate signed upstream between the Creditor User and Respaid. In the event of success, Collection costs are calculated as a percentage of the Debt collected, adding the Flat Fees, and are payable to Respaid. In the event of cancellation, only the Flat Fees are invoiced to the Creditor User customer.

In the event of termination of the collection mandate by the Principal, all collection fees incurred for actions already undertaken remain payable and are non-refundable, in accordance with applicable legal provisions. This clause also applies to payments received after termination, provided that such payments result from actions initiated by Respaid or its partners.

#### **4.4.7 Destination of Funds**

Respaid operates as a billing facilitation, acting as an intermediary between Users and their Customers for out-of-court billing or collection operations. All payments supported by proof of direct debit or payment of funds are accompanied by the destination of the funds to facilitate lettering. The recipients of the funds are:

- Respaid when the Debtor Customer uses the payment link to settle the Debt. In this case, the funds are not retained by the Company but paid into the Creditor User's connected account for payment into his bank account;
- The Creditor User when the Debtor Customer settles the Debt in the Creditor User's hands for all or part of the debt, in one go or in instalments. The Creditor User undertakes to collect proof of this and add it to the Collection file.

#### **4.4.8. Statuses & Substatus**

The collection files managed by Respaid are assigned main statuses indicating the current state of the Debt. Substatuses provide additional information about fund management or the file's evolution. All such details are available on the Creditor User's (Provider's) dashboard, allowing for precise and transparent monitoring.

##### **4.4.8.1 General Operation of Statuses and Substatuses**

**Main Statuses:** Indicate the overall state of the Debt (for example, Scheduled, In Progress, Finished, Recovered, etc.).

**Substatuses:** Provide additional details (for example, Via Respaid, Paid Directly to the Provider, Already Paid before the Campaign, etc.).

#### 4.4.8.2 Main Statuses

##### 4.4.8.2.1 Status: Scheduled

**Description:** The collection campaign is planned but has not yet begun; all notifications remain to be sent.

**Implications :** The campaign is awaiting launch. It cannot be modified at this stage.

##### 4.4.8.2.2 Status: In Progress

**Description:** The collection campaign has been launched and is proceeding as scheduled. Notifications and planned actions are underway.

**Implications:** The Debtor Client may contact the partner attorney's office (law firm) for information or to settle the Debt.

##### 4.4.8.2.3 Status: Finished

**Description:** All automated notifications and reminders initially planned as part of the amicable collection procedure have been sent.

**Implications:**

**Continued Recovery:** This status marks the end of the initial automated actions, but it does **not** end all recovery measures.

**Ongoing Follow-Up:** As long as the recovery mandate is valid, Respaid continues to actively follow up—potentially through manual or semi-automated actions—to maximize recovery prospects.

**New Features:** Additional features or tools may be used to revisit the file if doing so is beneficial.

**Dashboard Access:** The file remains active; the Creditor User can track its progress and even declare a payment on the dashboard to halt further actions against the Debtor Client.

##### 4.4.8.2.4 Status: Recovered

**Description:** "Recovered" means the debt has been fully settled by the debtor, either via the Respaid payment link or directly with the Creditor User, or an installment plan has been established with the creditor's consent.

#### Case 1: Payment via Respaid's Link

- The debtor pays via Respaid's secure link, and the funds go straight to the creditor's bank account automatically.
- This scenario is considered a definitive settlement of the debt—no additional verification is needed. The Respaid dashboard status is updated automatically.

#### Case 2: Direct Payment to the Creditor

- The User may manually or automatically (through integrations) update the status.

- Alternatively, file managers receive proof that the debt was fully settled with the creditor (e.g., a bank statement showing the amount, the creditor's name, and date; an email or document from the Creditor User attesting to the payment...) or that the parties agreed on an installment arrangement (with any supporting emails or documents from the creditor).

#### **Overall Implications of Recovered:**

- **Stop Reminders:** Once "Recovered" is applied, all further reminders and collection measures cease automatically.

- **Notification to Creditor:** An automated email informs the Creditor User that the debt is settled or that an installment plan has been activated.

- **Notification to Debtor:** A confirmation is sent to the debtor, indicating the end of collection efforts for a fully settled debt. In the case of an installment plan, closure communications are deferred until the debt is fully collected.

#### **4.4.8.2.5 Status: Canceled**

**Description:** The file is closed due to specific circumstances.

#### **Implications:**

- Collection efforts automatically cease.
- It is impossible to reactivate a canceled file for any reason, unless a new recovery event is noted.
- An automated email is sent to the debtor, informing them that the file has been closed.

#### **Non-Exhaustive Reasons for Cancellation:**

- Debt is not eligible for recovery.
- Incorrect information provided by the Creditor User prevents successful recovery.
- Debt is already managed by another mandated agency.
- A written request from the Creditor User to halt the procedure.
- Lack of response from the Creditor User within required deadlines for proof or dispute requests.
- Failure to notify internal teams about the collection procedure, resulting in internal obstacles.
- Use of false documents by the User or complaints of fraudulent services against the Creditor User.
- Duplicate debts (two Debts from the same User have the same amount, or strong similarities, for the same debtor). The older invoice is retained, and the newer is canceled.
- The debtor had already paid before the file was transmitted.
- The Debtor Client cannot use the language of the partner attorney's jurisdiction and responds in a different language, while the Service is restricted to a certain territory.
- Procedure failure due to fraudulent behavior by the Creditor User, or if the user's service is itself fraudulent.

**Associated Billing:** If a file is canceled, fees may be invoiced to the Creditor User pursuant to their subscription plan.

**-Case: Debtor Already Paid Prior to Transmission :** When it is established that the debt was fully or partially settled—or an installment agreement was made—before the file was forwarded to Respaid, Respaid updates the file status to "Canceled" with the substatus "Already Paid." A confirmation email is sent

to the Debtor, halting all measures against that Client Debtor. In this scenario, the Creditor User is charged a fee of 5.9% of the Debt's amount, covering the Fixed Fees for the file(s).

**-Case: Mass Cancellation of One or More Campaigns** This event occurs, for instance, if:

- A recovery spreadsheet from the Creditor User has  $\geq 10\%$  errors on a table exceeding 100 rows,
- A spreadsheet has  $\geq 10$  errors on a table of 20–99 rows,
- The user account was not reactivated within five (5) days of suspension (any payment links are no longer effective),
- The Debtor Client proves that the Creditor User used false documents,
- A complaint or police report was lodged against the Creditor User for fraudulent services,
- The Creditor User breached the ethical recovery charter,
- Or more than ten (10) cancellations occur in a single campaign.

For any mass cancellation of ongoing files, a fee of **8.7%** of the Debt amount is billed to the Creditor User for all debts that have not been fully or partially recovered ("Recovered," "Partial Payment," "Installment Payment," or "Deferred Payment") at the time of cancellation. This fee covers the Fixed Fees for all affected files.

**Irreversibility of Canceled Campaigns:** Once a campaign is canceled, it cannot be reactivated for any reason.

#### **4.4.8.2.6 Status: Disputed**

**Description:** The Debtor Client has issued a written, reasoned dispute.

**Implications:** Recovery measures pause temporarily. The Creditor User must provide a response within four (4) business days. If no response is received in that timeframe, the file is canceled and case fees are due.

**Typical Examples:** Incorrect Debtor identity, The Debtor does not acknowledge or contests the Debt, The Debtor is deceased, A discrepancy between the claimed amount and the Debtor's actual balance.

#### **4.4.8.2.7 Status: Insolvent**

**Description:** There is evidence of the Debtor Client's insolvency or overindebtedness (e.g., from a recognized financial authority or credit bureau).

**Implications:** All collection efforts automatically cease.

#### **4.4.8.2.8 Status: Installment Payment**

**Description:** A payment schedule has been arranged with the Debtor Client.

**Implications:** Collection measures are paused automatically, and the file is closed once the debt has been fully repaid.

**Process:** The debtor chooses an installment plan via a payment link and enters their banking details. The funds are automatically credited to the Creditor User's bank account.

#### 4.4.8.2.9 Status: Deferred Payment

**Description:** An agreement has been reached to defer the total payment of the Debt.

**Implications:** The debtor undertakes to pay the full Debt on a future agreed date (by default, within fifteen (15) days). Also recovery measures automatically pause.

**Process:** The debtor enters their banking details through a secure link, and the debit occurs at the end of the agreed period.

**Final Status:** Once paid, the status changes to “Recovered.”

#### 4.4.8.2.10 Status: Partial Payment

**Description:** A portion of the Debt has been settled without a structured plan or schedule agreed to by the creditor. A balance may remain. This partial payment occurs if part of the debt is paid but there is no formal installment or timeline in place.

If the creditor and debtor explicitly agree on a structured payment plan or timetable, see Section 4.3.10.4 (Recovered).

**Implications:**

- **Zero Balance:** If the partial payment clears the entire balance, the file is deemed Recovered, and fees apply to the recovered amount.

- **Remaining Balance:** The file is considered partially recovered. Recovery actions continue for the remainder, possibly with a new payment link to the debtor. The outstanding amount is treated as a single lump sum (not an installment).

**Payment History:** Where the Debt or part thereof was recovered before a certain reference date, that date is used to assign the appropriate status and substatus.

**Simplified Multiple-Payment Management:** All payments made before the reference date are grouped as a single “First Payment,” and all those made afterward as a single “Second Payment.” Thus, at most two payments are recognized—if a balance still exists after the second payment, it becomes a structured plan (see Section 4.3.10.4).

#### 4.4.8.3 Substatuses

Substatuses provide more specific details to complement the main statuses.

##### 4.4.8.3.1 Via Respaid

**Description:** Indicates that the payment or installment was completed using the payment link provided by Respaid.

**Implications:** The funds went through Respaid’s platform and were credited to the Creditor User’s account.

##### 4.4.8.3.2 Paid Directly to the Provider

**Description:** The debtor chose to pay the Provider (Creditor User) directly—outside of Respaid’s payment link—for personal or logistical reasons (e.g., bank transfer, an alternate method). Even though the User did not take any new separate collection action, this payment still results from Respaid’s initial collection efforts.

**Implications:** The Creditor User updates the file on the Respaid dashboard or Respaid's managers receive proof of payment from the debtor and update the status. Collection fees remain due to Respaid insofar as the debt was settled (partly or fully) as a result of Respaid's processes.

#### 4.4.8.3.3 Already Paid

**Description:** The debt was already settled before the file was forwarded to Respaid.

**Implications: File Canceled:** The file is canceled with the substatus "Already Paid."

**Billing:** The Creditor User is charged fixed fees according to the subscription terms (for example, 5.9% of the Debt amount).

#### 4.4.8.3.4 Paid Directly to the Provider (Recovered/Partially Recovered)

**Description:** The Debtor Client settled the Debt directly with the Creditor User (Provider), or the parties reached an agreement that ended the debt. This substatus may be updated:

- By the Creditor User, from their Respaid dashboard, or
- By Respaid's file managers, based on legitimate proof provided by the Debtor Client attesting to payment of the Debt.

In both scenarios, this action concludes Respaid's active recovery measures for the file and triggers the corresponding collection fees.

### 4.4.9 Status Update Process

#### 4.4.9.1 Update by the Creditor User

When a Creditor User chooses the status "Recovered — Paid Directly to the Provider" in their dashboard, they certify that this update reflects a definitive settlement of the Debt, whether it be full payment or a formal arrangement with the Debtor Client.

#### 4.4.9.2 Update by Respaid

When Respaid's file managers receive legitimate proof from the Debtor Client that the Debt has been settled (e.g., payment records, receipts, or other documentation), they may update the file status to "Recovered — Paid Directly to the Provider." A notification is then sent to the Creditor User, along with the supporting documents.

Any evidence furnished by the Debtor Client is made available to the Creditor User in their dashboard: the Creditor User can log in at any time, download the updated collection report, and see links to supporting documents for easy consultation and tracking.

#### 4.4.9.3 Possibility of Cancellation and Withdrawal Period

In both cases of a status update, the Creditor User has eight (8) **calendar days** from the notification to dispute or cancel the "Recovered — Paid Directly to the Provider" status.

#### 4.4.9.3.1 If Updated by the Creditor User

- If funds are not actually received in that period or if the status was selected in error, the Creditor User must inform Respaid in writing (email or letter).
- Any dispute regarding the “Recovered — Paid Directly to the Provider” status or associated fees requires supporting evidence within eight (8) calendar days of the update. Without such evidence or notice, Respaid considers the update valid and final, and the fees remain due.

#### 4.4.9.3.2 If Updated by Respaid

- If the Creditor User finds the Debtor Client’s proof of payment insufficient or contests that the Debt has been settled, they must inform Respaid by email and provide documentation contradicting the proof received.
- After eight (8) calendar days, the status is deemed final, and recovery fees can no longer be challenged.

#### 4.4.9.3.3 Collection Fees and Billing Terms

- Collection fees become due as soon as the status is updated to “Recovered — Paid Directly to the Provider,” regardless of any direct arrangement with the Debtor Client or the manner in which the status was updated.
- These fees cover Respaid’s actions to facilitate recovery, whether the recovery was direct or indirect as a result of those efforts.

#### 4.4.9.3.4 Access and Updating of Statuses

- **Notifications:** Any change of status or substatus prompts an email notification to the Creditor User and, if applicable, the Debtor Client.
- **Dashboard:** The Creditor User has access to the Respaid platform to follow and update files in real time.
- **Reports:** In mass recovery contexts, comprehensive reports, including advanced statistics, are supplied to the Creditor User.

#### 4.4.9.3.5 Irreversibility of Statuses

- **Definitive Cancellation:** Once a file is marked “Canceled,” it cannot be reactivated for any reason, unless a subsequent recovery is documented.
- **Canceled Campaigns:** Canceled campaigns cannot be relaunched, including mass cancellations.

#### 4.4.9.3.6 Mass Cancellation Cases

**Description:** The simultaneous cancellation of multiple files or an entire campaign.

**Possible Reasons:**

- A collection spreadsheet containing a significant number of errors (e.g., more than 10% erroneous lines).

- Failure to reactivate the user account following a suspension (payment links become inoperative).
- Use of fraudulent documents or services by the Creditor User.
- A complaint or police report filed against the Creditor User for fraudulent services.
- Breach of the ethical recovery charter.
- Repeated individual cancellations (for instance, 10+ cancellations within one campaign).

**Implications:**

**Stop Campaigns:** Collection efforts are halted for all affected files.

**Associated Billing:** A fee equal to 8.7% of the Debt amount is charged to the Creditor User, covering the fixed fees for canceled files.

**Irreversibility:** It is impossible to reactivate a campaign once it has undergone mass cancellation.

#### **4.4.9.3.7 Additional Notes and Information**

- **Supplementary Details:** Notes or additional labels may be added to files for more clarity on the status of Debts.
- **Access to Data:** All these details can be viewed and downloaded from the Creditor User's Respaid account.
- **Customized Reports:** In mass recovery situations, detailed reports, including advanced statistics, are available to the Creditor User.

#### **4.4.10. Insurance**

Each Party holds an insurance policy covering the financial consequences of its civil liability if engaged.

#### **4.4.11. Mandate**

The mandate signed before any amicable Collection procedure (hereinafter the "Mandate") is a contract between the Creditor User and Respaid. The Mandate governs the relationship between the parties regarding their rights and obligations. Any clause of the Mandate is interdependent, and the nullity of one clause does not affect the entire contract. The Mandate cancels and replaces all proposals, agreements, or protocols and prevails over all communications between the Parties. Only an amendment signed between the Parties can modify the obligations stated in the Mandate.

Upon termination of the Mandate, for any reason, all obligations that naturally persist beyond the effective date of termination continue to bind the Parties until fulfilled. This includes the articles "Liability" and "Confidentiality."

By accepting this Mandate, the Creditor User acknowledges and agrees that all fees and charges collected by Respaid and its legal partners for services rendered during the recovery process are final and non-refundable upon successful recovery of Debts. Respaid's role is strictly limited to the initiation and management of recovery procedures. Once recovery is completed and collection fees are collected,

Respaid is not involved in any subsequent reimbursement decisions, disputes, or further actions between the Creditor User and the Debtor Client. Any decisions regarding reimbursements, disputes, or resolutions after the recovery are solely the responsibility of the Creditor User. Respaid shall not be held liable for any claims arising from such matters. This Mandate is governed by the MDSA (Article 17 below). In case of conflict, the MDSA controls.

### **Survival of Obligations**

Upon termination of the Mandate, for any reason, all obligations that naturally persist beyond the effective date of termination continue to bind the Parties until fulfilled. This includes, but is not limited to, the articles on "Liability," "Confidentiality," and the "Non-Refundable Fees and Limitation of Liability" clauses.

#### **4.4.12. Non-Waiver**

The User commits not to renounce a launched campaign. No withdrawal on Debt recovery is accepted without cancellation fees. This waiver is not accepted even if the Creditor User refuses a clause of these General Terms of Use or the Mandate. Fees related to Collection or subscription payment remain due and cannot be canceled after fulfilling the Creditor User's commitments. All fees collected are final and non-refundable, regardless of subsequent actions or decisions by the Creditor User.

Contractually, the fact that the application of a clause was not required does not imply a waiver, even partial, of the rights stated in the Mandate.

#### **4.4.13. Advanced API Integration with Management Software**

Respaid offers an advanced API integration designed to facilitate payment synchronization and debt management with a variety of software systems used by its users, such as accounting systems, CRMs, or other business tools. This flexibility allows for optimal automation and efficiency in the debt recovery process. Key features include:

- **Debt Import:** Users can configure custom rules to identify and transfer debts for collection from their management software directly into the Respaid dashboard. This can be done automatically or manually, depending on their preferences and specific needs.
- **Real-Time Bidirectional Synchronization:** Any update made in Respaid—such as the status of debts or recorded payments—is automatically synchronized with the user's management tools. Likewise, payments recorded in the user's system update the information in Respaid, ensuring consistent data at all times.
- **Automated Payment Matching:** Each recorded payment is automatically matched to the corresponding debt. This feature reduces manual errors and ensures complete traceability of transactions.
- **Multi-Software Compatibility:** Respaid is designed to integrate with a broad range of software and platforms, ensuring maximum flexibility to meet the varied needs of its users.

To use these features, users must configure the API integration by following the instructions provided in their Respaid user space. Technical support is available to assist with the setup and maintenance of this integration.

This integration helps automate and simplify debt management, resulting in greater operational efficiency and continuous data updates for users.

#### **4.4.14 “AI Contact Finder” Service Fees**

AI Contact Finder fees apply solely to **AI Contacts**—contacts located by Respaid’s automated algorithms.

**User Contacts** (contacts uploaded or entered directly by the Client) are excluded from fee calculation.

If Respaid does not deliver any additional AI Contacts, no AI Contact Finder fee will be charged, even if the option was enabled when the Campaign was created.

##### **4.4.14.1 AI Contact Finder Functionality**

AI Contact Finder aims to:

- Identify the best financial decision-makers responsible for payment matters, thus increasing the likelihood of debt recovery,
- Clean and enrich user data, ensuring its relevance and accuracy.

##### **4.4.14.2 Use Cases**

AI Contact Finder automatically activates under the following circumstances:

- **Missing Data:** The user has not provided sufficient information (e.g., missing email address or phone number).
- **Erroneous or Outdated Data:** The supplied information is incorrect or unusable (e.g., invalid email/phone number, a contact who no longer works at that company, etc.).
- **Contact Difficulty:** The initial contact does not respond or cannot resolve the situation, requiring identification of a new relevant contact.

##### **4.4.14.3 Operation and Value**

- **Data Cleaning and Enrichment:** Respaid cleans and enriches user databases to ensure their reliability. Enriched data includes updated information, such as key financial contacts with valid details.
- **Precise Targeting:** Using advanced technologies, AI Contact Finder explores multiple profiles (up to 20 relevant contacts per company) to optimize identification of the most pertinent person. This ensures the issue is handled by the right individual at the target organization.
- **Transmission of Updated Data:** Respaid returns a cleaned, enriched database to the user, including newly identified contacts. These details remain available on the user’s dashboard, even if recovery is not ultimately successful.

#### 4.4.14.4 Fee Application

Fees for using AI Contact Finder are calculated as a percentage of recovered amounts and vary according to the user's chosen subscription plan. Details of these fees are available at [respaid.com/pricing](https://respaid.com/pricing) and are determined by the selected plan.

AI Contact Finder fees only apply if recovery is successful due to the use of this feature.

In all cases, the cleaned and enriched data is returned to the user for future use, even if no recovery ultimately occurs.

#### 4.4.14.5 Commitments and Limitations

- **Automatically Activated:** AI Contact Finder is natively integrated into the Respaid recovery process and does not require manual intervention by the user.
  - **Data Transparency:** Respaid ensures that enriched data is returned to the user, along with a clear record of actions taken.
  - **Continuous Improvement:** The tool maximizes success rates by systematically targeting key contacts, even when initial data is insufficient or inaccurate.
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#### 4.4.15 Financial Terms

##### 4.4.15.1 Pricing and Fees

Service pricing is listed on the Site in U.S. dollars (excluding taxes). It may include fixed fees, success-based commissions, or additional charges, depending on the Services used.

##### Dynamic Fees — Pricing Page & User Notice

The variable and/or dynamic fees applicable to the Services (the “**Dynamic Fees**”) are set out exclusively at <https://respaid.com/pricing> (the “**Pricing Page**”). The Pricing Page is updated in real time and supersedes any other pricing information.

Adjustments to Dynamic Fees are usually **limited to a few-tenths of a percentage point**. Respaid will **notify Users through at least one communication channel** (e-mail, in-app banner or an equivalent notice) **before the change takes effect**.

No response is required; continued use of the Services after the stated effective date constitutes acceptance of the revised Dynamic Fees. This clause in the Terms will be updated simultaneously, and the revision date at the top of the Terms shall govern.

##### 4.4.15.2 Payment Methods

Service payments are made by automatic debit via Autopay. The User agrees to provide valid, up-to-date payment information.

#### 4.4.15.3 Delay or Default of Payment

If payment is overdue or in default, and remains unresolved for eight (8) days following Respaid's notice, Respaid reserves the right to suspend the User's access to the Services. Late payment penalties may be charged at a rate of **five (5) percentage points above the legally applicable interest rate**, or the maximum lawful rate under California law

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## ARTICLE 5: LEGAL COMPLIANCE

All actions by users of the Site must be in compliance with all applicable laws, rules, ordinances and regulations regarding your use of our Site, including but not limited to the California Consumer Privacy Act (CCPA) and other federal regulations regarding privacy and data protection. The user may not probe, scan, or test the vulnerability of the Site or any network connected to the Site, breach any security or authentication measures, or use any device or software to interfere with the proper functioning of the Site or any transaction conducted on the Site.

### 5.1 Obligations of Respaid

Respaid commits to providing the Services in accordance with these Terms of Use, diligently and professionally. In particular, Respaid undertakes to:

- **Ensure access** to the Site and Services, subject to necessary interruptions for maintenance or updates.
- **Implement technical and human measures** to ensure the security and confidentiality of the User's Data.
- **Use AutoPay** exclusively for debiting amounts related to subscribed Services and applicable fees.
- **Acknowledge it is not a law firm** and does not provide legal advice to the User. Any information given by Respaid in the context of its Services is for informational purposes only.
- **Comply with applicable U.S. laws:** Respaid and its Attorneys shall comply with all relevant federal and state laws governing debt collection, including the Fair Debt Collection Practices Act (FDCPA) and any pertinent state regulations. By using Respaid's Services in the United States, the Creditor User acknowledges that Respaid and its partners operate under U.S. law for the purposes of debt collection.

### 5.2 User Obligations and Liability

The User undertakes to:

- **Provide accurate, complete, and up-to-date information** when using the Services.
- **Use the Services** in compliance with all applicable U.S. (federal and state) laws and regulations, particularly regarding debt collection.

- **Refrain from using the Services** for any illegal or unauthorized purpose.
- **Respect the intellectual property rights** of Respaid and of third parties.
- **Use the Site and Services** in accordance with these Terms of Use, any ethical recovery charter, and all established processes. The User must not engage in any conduct that disrupts or impairs their proper functioning, such as interruption, suspension, slowdown, or diversion.
- **Respect the commercial or moral rights** and interests of other users of the Site and Services.
- **Maintain valid payment information** (credit card, bank account, etc.) to ensure the proper operation of AutoPay, including after termination, for any ongoing campaigns or post-termination recoveries.
- **Not circumvent Respaid** by negotiating direct payments intended to avoid collection fees. Any payment obtained, even directly from the debtor, will still entail the agreed fees.
- **Inform Respaid of any payments received directly from the debtor**, even after termination of the mandate, if such payments result from collection actions undertaken by Respaid or its partners. This obligation ensures transparency and upholds Respaid's rights.

The User is solely responsible for:

- **Use of the Site and Services:** for the information transmitted, distributed, collected, for its exploitation, and for its updates, while also respecting the commercial or moral rights and interests of other users of the Site and Services.
- **Damages caused by non-compliance:** Respaid may hold the User liable for any harm resulting from a failure to meet these obligations.
- **Transmitting the necessary information** for debt recovery in the format requested by Respaid, respecting the template that Respaid provides. This is to ensure correct data transmission, avoid errors or omissions, and enable efficient management of debt files. Any spreadsheets transmitted in a different format may contain hidden cells or inconsistent data, risking errors in managing collection campaigns and potentially leading to mass cancellation of one or more campaigns.

### 5.2.1 Responsibility for User Access and Service Subscriptions

- Any subscription to Respaid's services is presumed to be authorized by the User or the Using Entity ("Entity"), whether initiated by a "creator user" (the first subscriber) or by any user who obtains access via the Respaid dashboard or another user within the Entity.
- Any fees incurred through using the Services, including those for launching collections, remain payable by the Entity, irrespective of staff changes or internal role transitions.
- The Entity recognizes it is responsible for managing user access and ensuring only authorized individuals have access to the Respaid dashboard or the Services.
- No retroactive refunds or fee cancellations will be granted based on a user's departure or a dispute between the Entity and its former personnel

### 5.3 Reasons for Banning

A User may be banned if:

- They engage in **fraudulent activity or false declarations**.
- They commit **repeated violations** of these Terms of Use.
- They fail to **comply with the mandate** or required communications with the creditor user's team, which are necessary for proper recovery.
- They **do not meet payment obligations**.
- They **unauthorizingly use** the platform.
- They **obstruct the resumption** of procedures following a dispute or invoice request issued by the creditor user to the debtor, whether via the Respaid platform or another communication channel.
- **In the context of a procedure resumption**, the creditor user's response does not allow the debtor to acknowledge the debt and instead describes how to cancel or nullify it.
- A user **issues such a response more than twice**, providing grounds to ban them.
- The conduct in question **continues after a warning** of non-compliance with the ethical recovery charter.
- A file is updated to "**canceled**" by the mandating user despite having received **full or partial payment**.
- **One or more aspects** of the ethical recovery charter is/are not respected.
- **Incorrect or incomplete information** is transmitted.
- **The debt status** is not updated with new information.
- **Collection fees** are refused in the event of a successful recovery.
- The user **does not abide by the accepted mandate** when implementing each recovery spreadsheet.

### 5.3.1 Warning or Banning Procedure

#### 1. **Warning**

Before banning, Respaid sends a written warning to the User indicating the improper behavior and what to do to correct it. This warning is sent to the email address associated with the User's account.

#### 2. **Follow-up to the Warning**

If, after receiving two warnings, the User continues to disregard the Terms of Use or specific instructions mentioned in the warning, Respaid may take additional measures.

#### 3. **Banning Decision**

If the non-compliance persists, Respaid will decide to ban the User. A ban notification will be emailed, specifying the reasons for banning and the effective date.

#### 4. **Closing the Respaid Account**

When the ban becomes effective, the User's Respaid account is closed. All active campaigns are canceled, and their files are closed. Billing for any associated fees takes place under these Terms of Use. Any remaining account funds are returned after deducting owed fees.

Banning leads to mass cancellation of all ongoing files and the corresponding charges. The banned User can no longer access Respaid's Services or open a new account without Respaid's explicit authorization.

## 5.4 Actions Carried Out by the User on the Dashboard

### 5.4.1 Definitive Nature of Actions

Any action performed by the Creditor User from their Respaid Dashboard is considered binding and final. Respaid deems these actions—done by an authenticated User—to represent the Creditor User's full intent and will proceed without delay.

#### **5.4.2 Creditor User's Responsibility**

The Creditor User is solely responsible for the accuracy and correctness of the information entered and the actions taken via their Dashboard. They agree not to dispute these actions later, unless it involves a manifest error reported within the time periods defined in these Terms of Use.

#### **5.4.3 Updating Status**

When the Creditor User updates a file's status from the Dashboard, including (but not limited to) "Recovered — Paid Directly to the Provider," Respaid regards it as final and proceeds with the relevant actions, such as closing the file and billing the appropriate fees.

#### **5.4.4 Security and Authentication**

Access to the Dashboard is secured and requires authentication by the Creditor User. It is the User's responsibility to keep their login credentials confidential and to promptly inform Respaid of any unauthorized account usage. Respaid is not liable for actions taken by a third party who gains access using the Creditor User's credentials.

#### **5.4.5 No Right of Withdrawal**

Due to the nature of the provided Services and the immediate effect of actions performed on the Dashboard, the Creditor User acknowledges they have no right of withdrawal for confirmed actions, unless expressly provided otherwise in these Terms of Use.

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## **ARTICLE 6: INTELLECTUAL PROPERTY**

The User undertakes to respect all intellectual property rights attached to the Site and Services (in particular any domain name, trademark, logo, design, model, documentation, illustration, image, text, software, soundtrack, etc.) and belonging to Respaid. Thus, in application of the provisions of the legislative and regulatory provisions of all countries and international conventions, the User undertakes not to reproduce, represent, distribute, associate, exploit, adapt, arrange, modify, translate, correct, transmit or market all or part of the Site, the Services and/or any of the elements comprising them, by whatever means and on whatever medium, without the prior written authorization of Respaid. In the event of violation of these mandatory provisions by the User or by a third party, Respaid may hold the latter liable.

The user agrees to respect the intellectual property rights of Respaid and third parties. Unauthorized reproduction, distribution, modification, or creation of derivative works based on our content is strictly prohibited.

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## ARTICLE 7: DATAS

### 7.1 Collection of Personal Data

Respaid may collect personal data from the user when the user uses our services, visits our website, or interacts with us in other ways. The types of personal data Respaid may collect include, but are not limited to, the user's name, email address, phone number, physical address, payment information, and any other information the user provides to us.

### 7.2 Use of Personal Data

The personal data Respaid collects is used for the following purposes:

- To provide and improve our services
- To process transactions and send the user related information
- To communicate with the user, including responding to inquiries and sending updates
- To personalize the user's experience on our website
- To comply with legal obligations

### 7.3 Sharing of Personal Data

Respaid does not sell, trade, or otherwise transfer to outside parties the user's personal data unless Respaid provides the user with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. Respaid may also release information when it's appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

### 7.4 Protection of Personal Data

Respaid implement a variety of security measures to maintain the safety of the user's personal data when the user enters, submits, or accesses their personal information. These measures include encryption, access controls, and secure networks to protect against unauthorized access, alteration, disclosure, or destruction of the user's personal data. Respaid is also compliant with SOC 2, ensuring our practices meet the highest standards for security, availability, processing integrity, confidentiality, and privacy.

### 7.5 Retention of Personal Data

Respaid will retain the user's personal data for as long as necessary to fulfill the purposes for which Respaid collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements.

### 7.6 User Rights

The user has the right to access, correct, or delete their personal data. The user also has the right to withdraw consent to the processing of their personal data at any time. To exercise these rights, please contact us at [contact email/phone number].

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## ARTICLE 8: LIMITATION OF LIABILITY

The User acknowledges that the Site and Services are presented "as is" and are accessible without any guarantee of availability and regularity. Nevertheless, Respaid commits, on a best-efforts basis, to take necessary measures to maintain the continuity, reliability, speed, and security of the Site and Services.

As such, Respaid will, as much as possible, perform checks to verify their proper functioning and carry out maintenance operations that may cause temporary suspension of the Site and Services. Respaid will strive to correct any anomalies affecting their proper use as quickly as possible.

Respaid does not guarantee that the information communicated is accurate, complete, or up-to-date.

Respaid's liability cannot be engaged:

- For any interruption of the Site and Services, whatever the cause, duration, or frequency of this interruption, including disruptions of the Internet network due to external circumstances, force majeure, or planned maintenance operations by Respaid;
- For any fraudulent, illegal, and/or public order-violating act committed by the User or a third party using the Site and Services;
- For any potential virus affecting the User's computer equipment after using the Site and Services;
- For any indirect damage such as loss of revenue or opportunities, caused to the User or a third party resulting from using the Site and Services or their inability to use them.
- For any reimbursements, disputes, or resolutions between the Creditor User and the Debtor Client after the successful recovery of Debts. Respaid is not liable for any decisions made by the Creditor User regarding refunds or settlements post-recovery. All fees and charges collected by Respaid are final and non-refundable.

Respaid will not interfere in any way in the relationship established between the User and the Customer and will not assume any liability originating or arising from the said relationship.

Respaid will not be liable for any loss of revenue, loss of business opportunities, or any indirect, consequential, special, exemplary, or punitive damages arising out of or related to your use of the Services.

### 8.1 General Limitation of Liability

To the fullest extent permitted by law, Respaid shall not be liable for any indirect damages—including but not limited to lost profits, loss of revenue, loss of data, loss of use, or loss of business opportunities—arising from the use or inability to use the Services.

In any event, Respaid's total liability to the User for all proven direct damages is limited to the total fees actually received by Respaid for the Services provided to that User during the twelve (12) months preceding the event giving rise to such damages.

These liability limitations do not apply in cases of Respaid's gross negligence or willful misconduct.

## **8.2 Specific Limitation of Liability for Post-Collection Disputes**

Respaid shall not be held liable for any disputes, claims, or refund requests arising between the User and the Debtor Client **after** the completion of the collection process. The User bears full responsibility for any actions, refunds, or settlements with the Debtor Client that occur post-collection.

Any fees and costs collected by Respaid and its legal partners for services rendered are deemed final and non-refundable, regardless of any dispute that may arise between the User and the Debtor Client following the recovery.

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## **ARTICLE 9: VIOLATION OF THE TERMS OF USE**

Respaid reserves the right, at its sole discretion and without prior notice, to terminate any access to the website and/or block any future access to the site in the event of a breach of these terms of use or other agreements associated with your use of the site. Any violation of these terms constitutes an illegal and unfair business practice, resulting in irreparable harm to Respaid. Respaid may therefore obtain any injunctive or equitable relief deemed necessary or appropriate in such circumstances, in addition to any other legal or equitable remedies Respaid may have. Respaid's failure to exercise or enforce any right under these Website Terms of Use shall not constitute a waiver of such right. Access will also be terminated in the event of, but not limited to, requests from law enforcement or other government agencies, requests from the User, substantial interruption or modification of the Website or any services offered on or through the Website, or unexpected technical problems or issues. In no event will Respaid be liable to any user or any third party for any termination of your access to the website resulting from a breach of these terms of use.

The Site may contain hyperlinks redirecting to websites not edited and not controlled by Respaid. These hyperlinks do not constitute any endorsement, guarantee, or recommendation of these third-party websites. Respaid cannot be held responsible for the content or operation related to these sites.

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## **ARTICLE 10: GOVERNING LAW AND ARBITRATION**

This Agreement will be governed by the laws of the State of California. Any disputes arising from or related to this Agreement will be resolved through binding arbitration in San Francisco, California, conducted under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator is empowered to order specific performance and award damages, and the decision will be final and non-appealable. The parties expressly waive any right to form class action claims.

Before initiating arbitration, the parties will engage in a 30-day good-faith negotiation period. If disputes persist, they will undergo non-binding mediation in San Francisco, California, with a mutually agreed-upon or court-appointed mediator. If mediation fails to resolve the dispute, it will proceed to binding arbitration following the terms outlined previously.

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## ARTICLE 11: PRIVACY POLICY

This Privacy Policy was last updated on February 1, 2024. Our Privacy Policy covers the manner in which Respaid collects, uses, maintains and discloses personal information collected. This Privacy Policy forms part of the Terms of Use. When this Privacy Policy is updated, any changes will be effective immediately. You are strongly advised to check this page frequently for any updates. You acknowledge and agree that it is your responsibility to periodically review this Site and this Privacy Policy, and to be aware of any changes to this Privacy Policy. Respaid Inc. has a detailed section on data privacy that includes provisions on how data is collected, used, shared, and protected in compliance with US laws. For more details, please refer to our Privacy Policy.

### 11.1 Personal Information Collected

As part of the services offered by Respaid, the Company collects personal identification information that may be used to identify or contact the user. The data collected concerning the user is provided by the user when creating their account. The data collected concerning debtors is transmitted directly by the creditor user to their collection file through an Excel sheet. The information requested from the user includes their first and last name, professional identification number, telephone number, email address, and bank information. The information requested from the user about their debtor includes the first and last name, postal address, email address, service description, telephone number, and invoice number to be collected. For job applicants, the information collected includes personally identifiable data such as name, date of birth, address, telephone number, email address, social security number, driver's license number, passport number, etc. This information is collected from applicants and employees, covering various categories of people working for Respaid, including employees, owners, directors, officers, subcontractors, and others. For suppliers and service providers, Respaid collects personally identifiable information such as name, employer, employer-issued email address, telephone number, or business address.

### 11.2. Use of Personal Information

Respaid uses personal information according to the consumer category to provide the services proposed.

**For Users:** Personal information is used to correctly identify specific consumers who use Respaid services; to provide and improve the services offered; to analyze trends; to administer the web applications offered; to learn more about user behavior on Respaid emails and web applications; to comply with national, federal, and local laws; and to demonstrate compliance with such laws. These uses include sending notifications regarding the Site or the progress of out-of-court collection files, verifying the user's identity, billing for any

Respaid services, and helping create, develop, and improve the content and services offered, including through internal audit and data analysis. Beacons are used in all consumer emails. In most electronic notifications, Respaid uses various links linked to partner web applications or web pages on third-party sites. These links are verified by Respaid, which is committed to their reliability, and are useful and taken into account in the services offered. They are also used to help measure the effectiveness of customer communications and to send increasingly effective notifications by email or text message. Respaid's online services may also use cookies to collect information so that Respaid can improve the effectiveness of the services. Users may set their web browser to refuse cookies or to alert them when cookies are being sent.

**For the Debtors:** The information has been transmitted by the creditor. Information may also be collected via email exchanges, telephone calls, or the Debtor Portal set up for the collection operation. The information in question concerns supporting documents sent by the debtor, or declarations made by the debtor, such as a declaration of insolvency. Requests for payment facilities issued by the debtor may also be received. All this information is used solely within the framework of the amicable collection operation proposed by Respaid.

**For Job Applicants, Current and Former Employees:** Potential employee information is used to evaluate job applicants, including, but not limited to, checking references, scheduling interviews, conducting background checks and other employment needs. Employee information is used for employment purposes, including, but not limited to, administering payroll and benefit plans, conducting background checks, obtaining professional licences, executing garnishment orders and other employment needs.

**For Suppliers and Service Providers:** Business contact details are used to take advantage of their services, to discuss the services received and to maintain relationships between customers and suppliers.

### **11.3 Disclosure of Personal Information**

Respaid undertakes not to disclose personal information, such as identifiers, except to a limited number of service providers and contractors (collectively "Providers") who assist in providing the services offered, including, but not limited to, payment processing, email exchanges, information verification, management, and enhancement. For employees, disclosure involves information from suppliers who assist with employee-related services such as, but not limited to, payroll, benefits, and annual background check requirements. When Respaid discloses information, suppliers are obliged to treat it in accordance with applicable laws. The information concerned represents the minimum information necessary for the supplier to help provide the services offered. Disclosure is permitted where such information is required to be provided in connection with a criminal investigation or is requested by law enforcement or judicial authorities. Respaid discloses personal information pursuant to a court order, subpoena, or to cooperate with a police investigation. Disclosure is also required by law for the purpose of providing information to local, state, or federal governmental authorities or courts. Disclosure of information is made only when there is a legal basis or if disclosure is reasonably necessary to demonstrate compliance with the law.

It is possible for Respaid to disclose any category of personal information to third parties for any of the following business purposes:

- To help ensure security and integrity to the extent that the use of personal information is reasonably necessary and proportionate for these purposes.
- To provide services, including managing or administering accounts, providing customer service, handling disputes, verifying customer information, processing payments, providing analytical services or providing similar services.
- For internal research for technological development and demonstration.

#### **11.4. Selling or Sharing Data**

Respaid undertakes not to sell or share personal information for the purposes of inter-contextual behavioral advertising. Third parties who may have access to this data in the context of the services offered have the same obligation.

#### **11.5. Retention of Personal Information**

All personal information is retained for as long as is necessary for the purposes of Respaid's services. The retention period is as short as possible unless otherwise required by law or in the case of a specific need of Respaid. Once our legal obligation to retain personal information has expired, the information is deleted from Respaid systems in accordance with our data retention policies and procedures. In any event, the user has the right to inspect the information concerning him or her and to update this information at any time. This information is available via the User Account, and any request for modification can be made via the support chat or email [support@respaid.com](mailto:support@respaid.com). This contact can be used to contact Respaid's Data Protection Officer.

#### **11.6 External Links**

The Site may contain hypertext links to websites not published or controlled by Respaid. These third-party websites may have their own privacy policies and customer service policies. Browsing and interaction on any third-party website is subject to the terms and policies of that website. These hyperlinks do not constitute any endorsement, guarantee, or recommendation of these third-party websites. Respaid cannot be held responsible for the content or operation of these sites. If you have any questions about this privacy policy, please contact Respaid by email at [support@respaid.com](mailto:support@respaid.com).

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## **ARTICLE 12: ETHICAL CHARTER FOR COLLECTION MANAGEMENT**

At Respaid, we are committed to ensuring a transparent, efficient, and respectful collection process for all parties involved. This ethical charter aims to establish clear rules to avoid interference in mandated collection actions and to ensure smooth and coherent communication with debtors.

**Non-Circumvention:** The Creditor User agrees not to directly engage or contract with any law firm, attorney, or other service provider introduced by Respaid for debt collection, without Respaid's express written permission. Breach of this provision may result in immediate banning and the imposition of relevant fees, consistent with the MDSAI.

## **12.1 Respect for the Collection Mandate**

**12.1.1 Exclusive Mandate:** When a collection mandate is given, all actions related to debt recovery are carried out by our team or the designated partnering law firm 's office. For each debt collection, the user must accept the mandate allowing collection. Consequently, Respaid ensures that the mandate is entrusted to the partnering law firm for debt recovery. By subscribing to the collection service offered by Respaid, the user accepts the collection mandate authorizing Respaid to proceed with debt collection.

The mandate clarifies actions carried out by Respaid and the law firm in charge of collection, including: the accuracy of information shared by the user, certainty of debts, updates on debt amount or status, mandate duration, use of information transmitted to Respaid solely for debt collection, acceptance of TOU, authorization of fee deduction for any debt settled by the debtor during the collection, and information to the user's support and client teams.

**12.1.2 Non-Interference:** The user commits not to interfere with the collection process once the mandate is given. Respect and non-obstruction of all actions by the law firm are imperative, as any interference impacts the credibility of the mandated office and harms transparency and the signed mandate.

An exception is made for payment schedules agreed upon between the user and debtor. Otherwise, the debtor retains the right to request a payment installment from the office, settled via a specific payment link.

In the accepted mandate, communication intended for the user's company teams is shared. It informs them of the initiation of collection and is shared with all concerned parties. Respaid provides a model for this communication to avoid sharing erroneous information with debtors and prevent obstruction to collection procedures. The user's company teams cannot claim the law firm handling the dossier is a fraud.

## **12.2 Mandatory Communication**

**12.2.1 Collection Notification:** A communication informing of the initiation of collection is shared with all concerned parties. Respaid provides a model for this communication.

**12.2.2 Redirecting Contacts:** Any information request or dispute from the debtor must be redirected to the office in charge of the dossier.

**12.2.3 Dossier Updates:** Any necessary updates in a collection dossier must be made via the dedicated dashboard.

**12.2.4 Veracity of Communications:** If the user indicates having contacted the office, this statement must be truthful. Any false declaration regarding the transmission of information or communications with the office results in immediate banning.

**12.2.5 Communication to Support Teams:** The communication model intended for support teams or those in contact with debtors during the collection period informs them of an amicable collection campaign by law firm. It is not possible for the user's teams to say the collection is a fraud or was never requested by the user's company.

**12.2.6 Prohibition of Blocking Interactions:** The user must not ask the debtor to block any interaction with the mandated office for collections. If the user wishes to give this directive to the debtor, they must update the corresponding status on the dashboard, indicating the debt is settled. This ensures all parties are informed, updates can be made correctly, and the dossier can be closed, maintaining the credibility of all parties and avoiding the risk of miscommunication.

**12.2.7 Disputing the Debt and Updating the Dossier via Respaid Dashboard** In case of dispute or an invoice request from the debtor, an immediate notification is sent to the user. The user must respond via the Respaid dashboard by providing elements to the debtor allowing procedure resumption. These elements should clarify the exact nature of the debt due, facilitating dispute resolution.

To maximize recovery chances and ensure transparency and fairness, it is crucial to follow best practices after a dispute, an evidence request via the Respaid dashboard.

**12.2.7.1 Inadequate User-Debtor Communications & Procedure Resumption Impossibility of Resuming Procedures:** When a response issued under the guise of resuming procedures against the debtor does not allow debt recognition for settlement, the debt must be considered canceled. Such communication makes procedure resumption impossible.

#### **12.2.7.1 Inadequate User-Debtor Communications & Procedure Resumption (continued)**

**Inadequate Collection Procedures:** Requesting the resumption of procedures with inappropriate communication is equivalent to a declaration of resuming procedures. However, it will neither help recover the debt nor get it acknowledged by the debtor.

**Resumption of Procedures on the Respaid Dashboard:** When choosing to "Resume procedures" on the Respaid dashboard, all notes, supporting documents, or user communications must clearly reflect debt recognition.

**Consequences of Non-Recognition of the Debt:** All communication between the creditor and debtor should not question the debt's existence. If such communication occurs, it will not facilitate debt recovery, and the debt must be considered canceled.

**Importance of Appropriate Communications:** Inappropriate communications will hinder debt recovery and recognition by the debtor.

**Respecting Conditions for Maximum Recovery Chances:** Adhering to these conditions will ensure correct dossier status determination, stopping unnecessary reminders if the debt is not due or continuing recovery if it is.

### **12.3 Payment Management**

**12.3.1 Payment Reporting:** All observed payments, whether total, partial, or installment, must be reported immediately via the dedicated dashboard. In case of doubt or issue, contact Respaid support or your account manager.

**12.3.2 Procedure Closure:** Failure to report a payment and not informing the debtor about closing with the office via user support constitutes a breach of the charter.

**12.3.3 Exception for Payment Installments:** If the debtor wishes for a different payment installment than proposed by the office, the user can handle the installment agreement. However, they must update the status with Respaid's account manager, support, or via the dashboard. This agreement will not be considered a partial payment but a debt recovered per the user-debtor payment agreement. Payment installment agreements are the only cases where the user can formalize a payment agreement.

## **12.4 Commitment to Reputation and Respect**

**12.4.1 Respecting Debtors:** Respaid prioritize our clients' reputation and respect for debtors, striving to avoid unnecessary reminders.

**12.4.2 Clarity on Debt Status:** Lack of clarity on debt status harms recovery rates, data processing, and wastes time and credibility for our support teams and the partnering law firm

## **ARTICLE 13: INTEGRATION OF THE MASTER DEBT SERVICING AGREEMENT INCORPORATED (MDSAI)**

By accepting these Terms of Use (TOU), the user also automatically agrees to the entire Master Debt Servicing Agreement Incorporated ("MDSAI") without any additional steps.

The MDSAI is an integral part of these TOU, governing the management and administration of your assigned debt accounts, including relationships with subcontractors (such as law firms) and applicable commission structures.

The provisions of this MDSAI apply according to the User's billing address. If the Creditor User's billing address is located in the United States or Canada, references to legal enforcement professionals shall be read as references to U.S.-licensed attorneys or authorized collection agencies, and applicable U.S. laws and regulations shall govern the performance of services under this MDSAI.

The user's continued use of the Respaid platform confirms its full and unconditional acceptance of the MDSAI. No separate action (such as ticking a box) is required. To review the full text of the MDSAI, please click [here](#).

### **MDSAI Summary:**

- Outlines Respaid's role and responsibilities in the collection process.
- Requires the user to provide accurate information and cease direct debtor contact once the account is assigned.
- Allows the use of qualified third-party subcontractors under agreed terms.
- Includes a clearly defined commission schedule based on debt seniority.
- Ensures compliance with all applicable laws, including confidentiality and data protection requirements.

By continuing to use Respaid services, the user fully and unconditionally accepts the MDSAI.