

UNITED FINANCIAL MANAGEMENT SYSTEMS, INC.

TERMS OF USE

Effective Date: July 1, 2025 | Last Updated: July 1, 2025

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE OR ANY OF OUR DIGITAL SERVICES. BY ACCESSING OR USING OUR WEBSITE, CLIENT PORTALS, OR CONSUMER PORTALS, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE OUR SERVICES.

1. AGREEMENT TO TERMS

These Terms of Use ("Terms") constitute a legally binding agreement between you and United Financial Management Systems, Inc., its subsidiaries and affiliated entities, including Customer Service Center, Inc. ("CSC") and United We Collect ("UWC") (collectively, "UFMS," "we," "our," or "us"), governing your access to and use of our website located at go-ufms.com and any related digital platforms, including the QuikClient client portal and consumer payment portals (collectively, the "Platform").

These Terms apply to all visitors, clients, consumers, patients, and any other individuals who access or use the Platform in any manner. Use of the Platform constitutes your acceptance of these Terms in full.

2. IMPORTANT DEBT COLLECTION NOTICE

UNITED FINANCIAL MANAGEMENT SYSTEMS, INC. IS A DEBT COLLECTOR. THIS WEBSITE AND ALL COMMUNICATIONS FROM UFMS, CSC, AND UNITED WE COLLECT ARE FROM A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This notice is provided pursuant to the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., and CFPB Regulation F, 12 C.F.R. Part 1006.

3. ELIGIBILITY

The Platform is intended for use by (a) authorized client representatives of organizations that have entered into a services agreement with UFMS, and (b) consumers or patients whose accounts are being managed by UFMS, CSC, or UWC on behalf of our clients. By using the Platform, you represent and warrant that you are at least 18 years of age and have the legal authority to enter into these Terms.

4. DESCRIPTION OF SERVICES

UFMS provides the following services through the Platform and related operations:

4.1 Client Services

- Full-service accounts receivable (A/R) cycle management
- Provider outsource billing (self-pay account management)
- Electronic claims submission, eligibility verification, and billing support
- Insurance carrier scrubbing and eligibility processing
- Access to the QuikClient client services portal for account management

4.2 Consumer Services

- Online access to account balance and status information
- Online and electronic payment processing
- Communication preference management (email and text notifications)
- Payment plan enrollment and management

4.3 Debt Recovery Services

- Pre-charge off, non-defaulted billing and recovery (Stage I / Self-Pay Outsource / Early Out)
- Full-service bad debt collection and recovery (Stage II / United We Collect)
- FDCPA and Regulation F compliant communications
- Skip tracing and data verification
- Credit bureau reporting in compliance with the FCRA and CFPB regulations

5. CLIENT PORTAL TERMS

Access to the QuikClient client services portal is restricted to authorized representatives of organizations that have entered into a written services agreement with UFMS. By accessing the client portal, you agree to:

- Maintain the confidentiality of your login credentials and not share access with unauthorized individuals
- Use the portal solely for lawful business purposes related to your organization's accounts
- Notify UFMS immediately of any unauthorized access or suspected breach of your account
- Comply with all applicable laws, including HIPAA, when accessing patient or consumer account information
- Not attempt to access accounts, records, or data beyond your authorized scope

UFMS reserves the right to suspend or terminate portal access at any time for violations of these Terms or our services agreement, or for any other reason at our sole discretion.

6. CONSUMER PAYMENT PORTAL TERMS

The consumer payment portals (CSC Pay and UWC Pay) allow consumers to make payments on accounts managed by UFMS. By using these portals, you agree to:

- Provide accurate and complete payment information
- Authorize the processing of your payment as submitted
- Not use another person's financial account information without authorization
- Not attempt to submit fraudulent payments

All payments are processed through secure third-party payment processors. UFMS does not store complete payment card or banking account numbers on its systems. Payment processing is subject to the terms and conditions of our payment processor partners.

Payments submitted through the portal will be applied to your account within the timeframes specified on the portal and in accordance with applicable law.

7. CONSUMER RIGHTS

Consumers whose accounts are managed by UFMS, CSC, or United We Collect have the following rights under applicable federal and state law:

7.1 Right to Request Debt Validation

Within 30 days of receiving initial written notice of a debt, you have the right to request validation of the debt in writing. Upon receipt of a timely validation request, we will cease collection activity until validation is provided, as required by the FDCPA and Regulation F.

7.2 Right to Dispute the Debt

You have the right to dispute the accuracy of the debt or our authority to collect it. Disputes must be submitted in writing. Please contact us using the information in Section 14.

7.3 Right to Request Cease of Communication

You have the right to request, in writing, that we cease communication with you regarding the debt. Upon receipt of such a request, we will limit further communication as required by the FDCPA, except to notify you of specific actions we may take as permitted by law.

7.4 Right to FCRA Dispute

If you believe information reported to a consumer reporting agency is inaccurate, you have the right to dispute that information directly with us or with the consumer reporting agency. We will investigate all disputes as required by the FCRA and correct any inaccurate information promptly.

7.5 State-Specific Rights

Consumers in certain states may have additional rights under state law. Please contact us or consult with an attorney for information specific to your state.

8. COMMUNICATIONS CONSENT AND COMPLIANCE

By providing a telephone number, email address, or other contact information in connection with your account, you acknowledge that UFMS and its affiliated entities may contact you using that information in connection with your account. All communications are subject to:

- The Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq.
- CFPB Regulation F (12 C.F.R. Part 1006), including call frequency limitations and limited-content message requirements
- The Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, including restrictions on automated dialing and pre-recorded messages
- The CAN-SPAM Act for email communications

You may update your communication preferences at any time through your consumer portal account or by contacting us directly. Certain communications required by law or contract cannot be restricted.

9. PROHIBITED USES

You agree not to use the Platform for any of the following purposes:

- Any unlawful purpose or in violation of any applicable law or regulation
- To impersonate any person or entity, or misrepresent your identity or affiliation
- To attempt to gain unauthorized access to any portion of the Platform, other accounts, computer systems, or networks connected to the Platform
- To transmit any harmful, malicious, or disruptive code, including viruses, malware, or ransomware
- To scrape, harvest, or collect data from the Platform using automated means without our express written consent
- To interfere with or disrupt the integrity or performance of the Platform
- To submit false, inaccurate, or misleading information
- To use the Platform in any manner that could damage, disable, or impair UFMS operations

10. INTELLECTUAL PROPERTY

All content on the Platform, including but not limited to text, graphics, logos, icons, images, data compilations, software, and the compilation thereof, is the property of UFMS or its content suppliers and is protected by United States and international intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for its intended purposes as described in these Terms. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material from the Platform without our prior written consent.

11. THIRD-PARTY LINKS AND SERVICES

The Platform may contain links to third-party websites, payment processors, or other external services. These links are provided for convenience only. UFMS has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party

websites or services. We encourage you to review the terms and privacy policies of any third-party services you access through our Platform.

12. DISCLAIMER OF WARRANTIES

THE PLATFORM AND ALL SERVICES PROVIDED THROUGH IT ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UFMS DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UFMS DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY CONTENT ON THE PLATFORM.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UFMS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM OR SERVICES, EVEN IF UFMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL UFMS'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO UFMS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for certain types of damages. In such jurisdictions, UFMS's liability shall be limited to the maximum extent permitted by law.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless UFMS, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) your infringement of any third-party rights.

15. CONTACT US

To exercise your consumer rights, submit a dispute, request debt validation, update communication preferences, or for any other questions or concerns regarding these Terms, please contact us at:

United Financial Management Systems, Inc.

P.O. Box 954029

Lake Mary, FL 32795-4029

Phone: (407) 833-8900 | Toll-Free: (866) 912-2455

Email: info@go-ufms.com

Hours: Monday – Friday, 8:30 AM – 7:00 PM EST

16. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. Any dispute arising from or related to these Terms or the Platform that cannot be resolved through good-faith negotiation shall be resolved exclusively in the state or federal courts located in Seminole County, Florida, and you consent to personal jurisdiction and venue in such courts.

Nothing in this section shall limit UFMS's rights or your rights under applicable federal consumer protection statutes, including the FDCPA and FCRA.

17. MODIFICATIONS TO TERMS

UFMS reserves the right to modify these Terms at any time. We will notify users of material changes by updating the "Last Updated" date at the top of this page. Your continued use of the Platform after any such changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

18. SEVERABILITY AND WAIVER

If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and all other provisions shall remain in full force and effect. The failure of UFMS to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

19. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and any executed services agreements between UFMS and client organizations, constitute the entire agreement between you and UFMS with respect to your use of the Platform and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and UFMS.

These Terms of Use do not constitute legal advice. Consumers and clients with specific legal questions should consult a qualified attorney.

