



# 2021 U.S. Company Member Application and Agreement

**This application is for businesses and firms located in the 50 United States that are performing services related to the accounts receivable management industry,** including but not limited to third-party consumer debt collection (including via litigation), billing and outsourced first-party debt collection, asset buying, and judgment recovery. Please note:

- If your company is located outside of the 50 United States and meets all other requirements above, please complete the International Member Application and Agreement.
- If your company is a supplier and does not contact debtors, ask about membership in ACA's Affiliate (Vendor) Division.
- If your company only collects debt it originated or owned before it went into default, ask about ACA's Creditors Division, which offers individual and organizational memberships for professionals in credit management and lending.

## Affiliated State/Regional Membership

- This is a joint application for dual membership in ACA and the affiliated state/regional association (unit) serving your area. Company membership is a combined package of national and unit benefits. Units consist of one or more states and are your local source for information, education, networking, legislative advocacy and more. (Not applicable in Alaska.)

## Apply at any time

- ACA's membership year is Jan. 1 – Dec. 31. If you apply mid-year, you still pay full annual dues. If a prorated credit applies when your membership is made effective, it will be reflected on your first renewal statement.

## ACA's governing documents

- Applicants and members agree to abide by the ACA International and Unit Bylaws, Standard Operating Procedures, Code of Conduct, and Procedural Rules for the Ethics Committee as these documents currently exist or as they may be amended. A copy of the Code of Conduct is included at the end of this application. Other ACA documents are available for review at <https://www.acainternational.org/about/leadgov>.

## Questions?

- ACA Member Services is happy to answer your questions about ACA member benefits or the application process. Contact us at (800) 269-1607 or [memberservices@acainternational.org](mailto:memberservices@acainternational.org).

## Checklist for submitting your application

- Complete and print all pages and sign where indicated. The

person who signs must be a controlling principal with the authority to bind the applicant to the terms and conditions of this Application and Agreement. (See Section F on page 7.)

- Include copy or equivalent documentation of Letter of Good Standing issued by your Secretary of State in last 90 days. Note: Law firms and sole proprietors may be exempt from this requirement. (See Section B, item 4 on page 3.)
- Include a copy or indicate status of the Collection Agency documentation issued by appropriate authority in your geographic area, when applicable. (See Section B, item 5 on page 3.)
- ACA accepts Visa, MasterCard and American Express. Or, you may enclose a check drawn from a U.S. bank in U.S. funds payable to ACA International for total (national + unit) dues. Your transaction total will be stated on page 6 of this application. If you wish to pay by credit card, we will apply a surcharge 2.99% ("credit-card transaction fee"). This credit card transaction fee lets members bear their own costs for credit card payments, if they so choose. This ensures ACA members get the full benefit of their dues, regardless of how they decide to pay. If you do not wish to incur the credit-card transaction fee, you may pay via check. Note: State law prohibits us from applying the credit-card transaction fee in Colorado, Connecticut, Kansas, Maine, Massachusetts, Oklahoma or to members located outside of the United States.
- Applications paid by credit card may be faxed to (952) 926-1624. For your security, please do not email applications. If you don't receive confirmation of receipt within a day or two, please resend or contact us at (800) 269-1607.
- Applications paid by check or credit card may be sent with supporting documents to: Member Services  
ACA International  
3200 Courthouse Lane  
Eagan, MN 55121-1585

## How information in this application is used by ACA and its affiliated units

ACA reviews your application to determine eligibility for membership and obtain the information we need to provide you with member benefits, as well as marketing of ACA services and products. ACA will confirm membership status to any individual upon request whether or not there is a member directory listing; however, only basic directory contact information is shared.

When ACA has completed its review, your application will be forwarded to and shared with the unit's staff and/or volunteers in official leadership capacities for their review. This review process varies by unit and they have up to 45 days to complete the review.



# U.S. Company Member Application and Agreement

*Please notify ACA International if any of the information you provide changes after submitting this application*

Date of application: \_\_\_\_\_

ACA USE ONLY ID# _____
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## Section A: Applicant (Company) Information

1. **Company name:** *The name applicant wants used in ACA membership record and directory; must be a documented d/b/a.*

\_\_\_\_\_

**Company legal name:** *The name under which applicant is incorporated or organized, if different than above.*

\_\_\_\_\_

2. **Address:** Physical location: *The street address where applicant is physically located; the "ship to" address used by delivery services*  
 Mailing address (or P.O. Box): *The address at which applicant wants to receive mail from ACA, if different than physical location.*

a. Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ + \_\_\_\_\_

Physical Location     Mailing Address     Billing Address

b. Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ + \_\_\_\_\_

Physical Location     Mailing Address     Billing Address

c. Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ + \_\_\_\_\_

Physical Location     Mailing Address     Billing Address

3. **Company phone:** *Must be a working number; can be updated later.* \_\_\_\_\_

4. **Company phone toll-free** \_\_\_\_\_ 5. **Company fax** \_\_\_\_\_

6. **Company website** \_\_\_\_\_

7. **Referral source.** *Please let us know how you heard about membership with ACA International:*

- ACA Daily newsletter     Collector magazine     Another industry newsletter     A mailing received in our office  
 ACA Website     Attended an ACA Educational Program     Attendance at an ACA Conference  
 A contact from a state/regional unit of ACA     One of my vendors     A current ACA Member

If one of the last three, we would like to thank them. Please list the person most responsible for your decision to apply for membership:

Person's name \_\_\_\_\_ Company name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

8. **Briefly list the primary services or products your business provides:** \_\_\_\_\_

## Section B: Business Verification

1. **Type of Company – Choose one:**     Corporation     Limited Liability Company (LLC)  
    Partnership: LLP, LP or GP     Sole Proprietor

2. a) **Employer Identification Number (EIN)/Federal Tax ID:** \_\_\_\_\_ (Do not use a Social Security number.)

b) **Please indicate your company's service areas from the following (select ALL that apply):**

- Third-party collections                       Outsourced first-party collections or billing                       Law firm  
 Asset buying                                       This entity performs no collections                       Other: \_\_\_\_\_

3. **Size of Business:** \_\_\_\_\_. Size of Business must be greater than zero (0) and is to include the number of individuals working for the company at the time of application, where "individuals" includes owners, sole proprietors, members, and partners, and all employees across all offices of the company wherever located, as well as employees outside of the United States, including both collection and non-collection staff, and including leased, joint, subcontracted, and temporary employees, as well as employees located outside of the U.S. A diversified law firm may exclude individuals working solely in practice areas unrelated to accounts receivable management.

*\*Other staff includes, but is not limited to, staff working off-site but reporting to the member location; i.e., outside sales personnel, virtual support, etc.*

4. **Letter of Good Standing – Please check appropriate box:**

- Copy of Letter of Good Standing or other documentation of active status is attached. Proof that your business is registered and in good standing with the state in which the applicant is physically located/domiciled, dated within 90 days of the date of this application. Qualified documentation includes a screen print of official state website indicating active status or copy of a state-issued report, letter of good standing or certificate of existence.
- Exempt from state registration requirement; e.g., exempt law firm, sole proprietor.

5. **Collection Agency Documentation, when applicable.**

If applicant is physically located in a state with state and/or city license requirements to transact collection-related business, submit a copy of the Collection Agency License, registration or bond paperwork issued by appropriate licensing authority. Also, see Section F, item 4 on page 7. Please note: For purposes of this application, ACA requires licensing documentation for applicant's physical location only. However, additional licensing and/or other requirements may apply.

Please check appropriate box:

- Applicant is taking steps to secure Collection Agency License/Registration or bond paperwork/registration.
- Copy of approved Collection Agency License/Registration or bond paperwork/registration is attached.
- Applicant is exempt because – Choose one:
- No collection-specific state or city requirements for location state.** *If exempt because your business is not located in and/or not collecting from individuals in the licensing city(s) within your state, please submit a statement of this fact in lieu of a license.*
  - Exempt law firm, judgment recovery, billing company or exempt asset buyer.**
  - Other. Explain:** \_\_\_\_\_

**Nevada** must print name of person on manager's certificate here: \_\_\_\_\_

Collectors Insurance Agency Inc., a wholly owned subsidiary of ACA International, offers risk management products and services including assistance with the completion of state applications to fulfill state licensing and bond requirements. There are fees associated with these services. You are under no obligation to use CIA's services. Depending on your business activities, these services may be available to current members, as well as to pending members, who have fulfilled all other requirements of membership. For more information, contact Collectors Insurance Agency at (800) 269-1607, opt. 4.

6. **References.** Required. References are used by affiliated units and may or may not be contacted. Client references are preferred. If business is new, most units accept other business or professional references. *Applicants located in following states may skip this question: AK, AR, CT, FL, IA, ID, IN, KS, MA, ME, MI, NC, ND, NH, NJ, NV, RI, SD, TN, VA, VT, WA.*

a) Client company name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_ + \_\_\_\_\_

Contact name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.

Contact title \_\_\_\_\_ Email \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

This is a:  Client reference  Business reference (see note above)

b) Client company name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_ + \_\_\_\_\_  
 Contact name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.  
 Contact title \_\_\_\_\_ Email \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_  
 This is a:  Client reference  Business reference (see note above)

c) Client company name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_ + \_\_\_\_\_  
 Contact name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.  
 Contact title \_\_\_\_\_ Email \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_  
 This is a:  Client reference  Business reference (see note above)

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## Section C: Company Owners/Officers/Controlling Individuals

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1. List owners and officers. List everyone who holds an interest in the applicant and what percentage\* they hold. Please ensure that at least 90 percent of ownership is identified. If owner is another corporation, list corporation name and percentage of ownership held. In addition, list the officers and other individuals who have day-to-day control, if different than the owner(s). If necessary or more convenient, attach separate sheet.

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership percentage \_\_\_\_\_  
 Email address (for ACA website access – optional) \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership percentage \_\_\_\_\_  
 Email address (for ACA website access – optional) \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership percentage \_\_\_\_\_  
 Email address (for ACA website access – optional) \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership percentage \_\_\_\_\_  
 Email address (for ACA website access – optional) \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership percentage \_\_\_\_\_  
 Email address (for ACA website access – optional) \_\_\_\_\_

\* Enter 'PI' in the percentages blank when this information is protected contractually.

2. Do any owners hold ownership in any other ACA member company or location?  No  Yes
3. Have any of the owners or officers been convicted of a crime or found liable in a civil action for actions or inactions that relate to credit or collection industry practices or procedures, including but not limited to: crimes related to the misuse of funds, client trust accounts, fraud, forgery, embezzlement, tax evasion, identity theft, or other theft or larceny within the past 10 years?  
 No.  Yes. Please attach description including the name of the individual, the date, the nature of the proceeding and outcome.

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## Section D: Contact Person(s) for Unit/ACA Membership Benefits

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1. **Ethics Contact with Email.** *Required. The on-site person designated to receive and respond to complaints (if any). This name will be included in your company's member directory listing. Please add [ethics@acainternational.org](mailto:ethics@acainternational.org) to your "safe-sender" list to ensure timely receipt of important ACA ethics-related communications.*

Print name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.  
Position title \_\_\_\_\_  
Direct phone \_\_\_\_\_ Direct fax \_\_\_\_\_  
Direct email\* (required) \_\_\_\_\_

2. **Primary Contact.** *Required. The on-site person designated to receive all member mail, faxes and email; who determines which materials are routed within the member location; who can set up ACA website users for other employees; and who is authorized to report changes to applicant/member information when needed.*

Print name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.  
Position title \_\_\_\_\_ Direct email\* \_\_\_\_\_  
Direct phone \_\_\_\_\_ Direct fax \_\_\_\_\_

3. **Member Directory Contact.** *Required. The person designated as contact on the ACA Member Directory.*

- I/my company do not want to be listed in member directory.  
 I/my company do want to be listed in member directory as follows:

Print name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.  
Position title \_\_\_\_\_ Directory email\* \_\_\_\_\_  
Directory phone \_\_\_\_\_ Directory fax \_\_\_\_\_

4. **CEO.** *Required.*

Print name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.  
Direct email\* \_\_\_\_\_  
Direct phone \_\_\_\_\_ Direct fax \_\_\_\_\_

5. **Secondary Contact.** *Optional. The person designated as also able to perform primary contact duties.*

Print name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.  
Position title \_\_\_\_\_ Direct email\* \_\_\_\_\_  
Direct phone \_\_\_\_\_ Direct fax \_\_\_\_\_

6. **Billing Contact.** *Optional. The person designated to receive invoices including membership renewal statements (if different than the primary contact).*

Print name \_\_\_\_\_  Miss  Mr.  Mrs.  Ms.  Dr.  
Position title \_\_\_\_\_ Direct email\* \_\_\_\_\_  
Direct phone \_\_\_\_\_ Direct fax \_\_\_\_\_

*\*Email addresses, if provided, must be unique to each individual, as ACA's database and website do not accept entry of a duplicate email address already on file for another individual. An email is required for ethics contact.*

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## Section E: Branch Offices

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1. If applicable, please attach a list of all of your branch offices, including address and phone number. We will list these on ACA's member directory.

**Section E: Membership Dues Statement/Invoice**



Please consider this your invoice for ACA International and unit membership dues.

**ACA International & North Dakota Unit Dues 2021**

ACA dues effective as of Oct. 1, 2020

All lines required.

**ACA International Association Dues based on business size** . . . . . = \$ \_\_\_\_\_

# of people: 1-10 = \$670; 11-25 = \$773; 26-50 = \$2,060; 51-100 = \$2,576;  
101-175 = \$3,864; 176-250 = \$4,637; 251-400 = \$5,667; 401-600 = \$7,727; 601+ = \$10,302

**Plus: Industry Advancement Fund based on business size** . . . . . = \$ \_\_\_\_\_

# of People 1-25 = \$200 26-100 = \$450 101+ = \$900

\*People is defined in Section B, item 3, page 3.

**Subtotal ACA Dues** \$ \_\_\_\_\_

**North Dakota Unit Dues:** . . . . . \$ 180.00

**Plus:** Legislative assessment . . . . . \$ 200.00

**Plus:** One-time investigation fee (non-refundable). . . . . \$ 75.00

**Subtotal North Dakota Dues** \$ 455.00

**ACA Plus North Dakota Dues = Total Dues** \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

**Select Payment Option:**

Payment Enclosed. Make check for total amount due to: ACA International

Charge to credit card:  Visa  MasterCard  American Express

Your transaction total is stated above. If you wish to pay by credit card, we will apply a surcharge 2.99% ("credit-card transaction fee"). This credit card transaction fee lets members bear their own costs for credit card payments, if they so choose. This ensures ACA members get the full benefit of their dues, regardless of how they decide to pay. If you do not wish to incur the credit-card transaction fee, you may pay via check. Note: State law prohibits us from applying the credit-card transaction fee in Colorado, Connecticut, Kansas, Maine, Massachusetts, Oklahoma or to members located outside of the United States. If paying by credit card, please check the box to the left to affirm your understanding of this policy.

Print name as it appears on the card \_\_\_\_\_

Account # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code \_\_\_\_\_

**Check one:**  Use member billing address for credit card **OR**  Credit card billing address follows:

Billing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

ACA International and U.S. Unit dues and fees are not tax deductible as charitable contributions for federal income tax purposes, but may be partially deductible as a business expense. ACA International estimates 30 percent of your dues are nondeductible because of the Association's lobbying activities on behalf of its members. The North Dakota Unit estimates its nondeductible portion is 100 percent.

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## Section F: Membership Agreement and Signature

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### By signing below I acknowledge and agree:

1. The company is bound by and shall support the purposes of ACA's governing documents, including the association's bylaws, standard operating procedures, and the codes, procedures and rules governing member conduct which may be found at <https://www.acainternational.org/about/leadgov> and which may be amended from time to time. I further acknowledge the company's obligation to be bound by applicable unit bylaws.
2. Membership is not transferable. Membership dues are not refundable except when ACA determines an applicant is ineligible for membership or if an application is denied.
3. ACA International must be notified if any of the information provided in this application changes after it is submitted. If any of the information provided is or becomes obsolete or inaccurate, membership may be delayed, the application may be rejected or membership in ACA International may be terminated.

### By signing below I further confirm:

4. The Company has satisfied or is in the process of satisfying all applicable licensing and regulatory requirements as they relate to applicant's business, whether or not ACA has requested supporting documentation.
5. The Company agrees to abide by ACA's general policies in addition to the terms of this agreement, which specifically include, but are not limited to, ACA's Logo Use Policy, ACA's Terms of Use Agreement, ACA's Copyright Policy, and ACA's Antitrust and Anti-Harassment policies, all of which can be found at [www.acainternational.org](http://www.acainternational.org), which are incorporated herein by reference ("Website Policies"). The Company shall: (a) use the ACA Marks, the Association Marks and any authorized Certification Marks only in full compliance with Website Policies, and to cease use if membership ends or is terminated for any reason; and (b) adhere to the Copyright Policy when accessing any Member and Section Content offered as a benefit of ACA membership.
6. Neither I nor anyone within the company's employ will directly or indirectly assist any nonmember in gaining access to ACA exclusive member benefits and privileges or share with them in any form, any information originating from ACA, including ACA Online. I acknowledge the importance of this provision to fellow ACA members, and for the advancement of, and avoidance of prejudice to, the industry's collective interests. I acknowledge that members-only content is confidential and proprietary to ACA International, the wrongful dissemination of which may cause irreparable harm to the Association and to its members.
7. I attest:
  - A. This company is not a law firm. – OR –
  - B. This company is a law firm. No attorney at this firm currently initiates, threatens or maintains consumer-protection related actions against members of ACA International. – OR –
  - C. This company is a law firm. There are individuals (including attorneys, administrative legal and non-legal professional staff) employed at this firm who may threaten, initiate or maintain consumer-protection related actions against members of ACA International. I do not supervise, manage, oversee the work of, or otherwise provide assistance to any legal professionals who threaten, initiate or maintain consumer-protection related actions against members of ACA International. I will not directly or indirectly assist such attorneys or professionals, nor any other individuals providing assistance to them, in gaining access to ACA exclusive member benefits and privileges, or share with them any information originating from ACA.
8. I have verified all statements and information provided in this application are true and accurate, including the number of people (as defined in the Business/Industry section of this application) reported working for the applicant at this office location.
9. I have the authority to bind the Company to the terms and conditions of this membership agreement.

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Title \_\_\_\_\_

Percentage ownership \_\_\_\_\_

Home or cell phone \_\_\_\_\_

Date \_\_\_\_\_

**Return completed application to ACA Member Services at address or fax listed on page 1.**



# ACA International Code of Conduct

November 12, 2016

## ACA International Mission:

ACA International contributes to the success of its members and the positive reputation of the credit and collection industry through education, advocacy and services.

## ACA International Values:

Leadership, Integrity, Respect, Responsibility, Service, and Education.

## Collector's Pledge:

I believe every person has worth as an individual.  
I believe every person should be treated with dignity and respect.  
I will make it my personal responsibility to help consumers find ways to pay their just debts.  
I will be professional and ethical.  
I commit to honoring this pledge.

## PREAMBLE

As members of ACA International, we agree to uphold our Association's Mission and Values as a condition of membership. This Code offers guidance to members regarding our business conduct with respect to the credit and collection related products and services we offer, and memorializes our commitment to our Association's Mission and Values. Our commitment supports the integrity and honor of the profession, engendering respect for it. We understand and agree these Code provisions are promulgated to encourage, not to restrict, competition in the credit and collection industry and to benefit those consuming member goods and services by setting acceptable standards for member activity.

## CANON I. As members, we demonstrate our commitment to our Association's Mission and Values by conducting ourselves and our business consistent with the following guiding principles in our relationships with our Association peers:

- I.A We commit to advancing the spirit of collegiality and professionalism toward our fellow members.
- I.B We will courageously undertake to prompt our fellow members toward correcting any instances of unethical conduct of which we become aware.
- I.C We will not knowingly or with reckless disregard of the truth misrepresent the commercial or professional qualifications, certifications, credentials, affiliations,

memberships, record, capacity, experience, or abilities of any other member.

- I.D We will abide by any code, rule, or guideline governing access to the use of Association-hosted social media platforms.

## CANON II. As members, we demonstrate our commitment to our Association's Mission and Values by conducting ourselves and our business consistent with the following guiding principles regarding our business relationships:

- II.A As goods or services providers, clients, or customers, we will honor our business agreements and act consistently with the terms to which we have agreed.
- II.B As goods or services providers, we will accurately inform our business customers and clients of the true charges, fees, or interest for goods or services rendered.
- II.C As service providers, we will distribute client money only as agreed by the client and in accordance with applicable law, and make timely remittances when we have collected funds on their behalf. We will maintain banking and accounting practices, policies, and procedures sufficient to ensure collection payments held on behalf of clients are available for timely remittance to clients. "Timely" means within the timeframe which is agreed upon with the client, in accordance with applicable law, or in the absence of both, the timeframe that is generally regarded as reasonable by our Association peers.
- II.D As goods or services providers, we will maintain reasonable, timely, and responsive communication with business customers and clients regarding goods or services rendered. "Reasonable and timely" means of the nature which is agreed upon with the customer or client, in accordance with applicable law, or in the absence of either, the timeframe that is generally understood by our Association peers given the nature and topic of the communication, and in light of the past and present business relationship.



II.E In forwarding relationships, we will provide disclosures, reporting, information, and remittances sufficient to ensure accurate debt handling.

II.F We will respond timely, clearly, and without malice to complaints from a party with which we have a business relationship; we will avoid the creation or maintenance of unreasonable barriers to submit a complaint.

**CANON III. As members, we demonstrate our commitment to our Association's Mission and Values by conducting ourselves and our business consistent with the following guiding principles *in our relationships with consumers*:**

III.A We will foster effective communication and the exchange of information with clients, customers, and consumers to encourage increased awareness and education regarding the lawful extension of credit and collection of debt. We will avoid careless dishonesty, provision of misinformation, or causing unnecessary confusion to clients, consumers, and other third parties in our communications regarding our credit and debt collection activity. We acknowledge that at times this may mean providing an amount, type, or frequency of information which is not required by law in order to facilitate understanding and dispel misinformation. We acknowledge that an informed individual is more likely an understanding and cooperative individual.

III.B We Association company members acknowledge the importance of ensuring the establishment, implementation, and continued operation of an effective compliance management system tailored to the size, scope, and complexity of our organizations to prevent against instances of consumer harm. We will undertake honest and sincere efforts to ensure compliance with applicable laws and that policies, procedures, and practices are adopted, enforced, reviewed, and updated as necessary with the highest regard for the law and best practices in the industry.

III.C We acknowledge the importance of proprietor, board member, manager, and employee knowledge of applicable legal and regulatory requirements, especially for all employees who directly interact with consumers, or who devise policies and procedures governing employee interaction with consumers. We commit to periodic and ongoing education,

as well as the retraining of those employees we have learned may not understand applicable compliance obligations. We acknowledge that appropriately tailored employee incentives and individual discipline relating to compliance may be prudent and necessary.

III.D We will respond to all consumer disputes without malice and in accordance with the time frames and in the manner required by local, state, and federal law. We will avoid the creation or maintenance of unreasonable barriers for consumers to submit a dispute.

III.E We will establish and maintain policies and processes to capture, track, and attempt to resolve consumer complaints. We will avoid the creation or maintenance of unreasonable barriers for consumers to submit a complaint.

III.F We commit to establishing, implementing, and following processes, procedures, and systems to reasonably ensure personal sensitive or confidential information is not improperly disclosed to people who are not entitled to it, and to take corrective action in cases of improper disclosure.

III.G To reasonably ensure the reliability of account data received from or disclosed to third parties, we will implement risk management and supervisory controls to select and manage data and to identify data or data sources which may be invalid.

**CANON IV. As members, we demonstrate our commitment to our Association's Mission and Values by conducting ourselves and our business consistent with the following guiding principles *in support of the collective membership*:**

IV.A We will provide only truthful and accurate information to the Association when seeking or renewing membership in or accessing exclusive membership benefits of the Association; we will update such information as may be requested to maintain membership.

IV.B We will only use, communicate, share, or distribute any Association proprietary or confidential information we may acquire by virtue of our membership or representative capacity to our Association when permitted and in the manner allowed.

IV.C We will not directly or indirectly assist any nonmember in gaining access to exclusive

Association member benefits and privileges, or share with them any members-only Association information. We acknowledge the importance of this provision to fellow Association members, and for the advancement of and avoidance of prejudice to the industry's collective interests. We acknowledge that members-only content is confidential and proprietary to our Association, the wrongful dissemination of which may cause irreparable harm to our Association and to its members.

- IV.D We respect our Association's copyright and trademark interests and will use our Association's logos, trademarks, and copyrighted materials only in the manner expressly authorized by our Association. We will not use the Association name or logo in our communications in such a way that leads others to believe the communication originates from or has been approved by our Association when it has not.
- IV.E In our communications with others we will only hold ourselves out as speaking on behalf of or acting with the authority of our Association when we in fact have such authority (for instance, as a Board Member, Committee Member, or another representative capacity).
- IV.F We Association company members will provide instruction to our employees to ensure our employees conduct themselves in accordance with this Code.
- IV.G We Association company members will periodically examine our internal practices, policies, strategies, and communications for compliance with this Code.
- IV.H We will promptly respond to all Association inquiries regarding any Code related matter concerning us, and will cooperate in any related Code proceedings, make a good faith effort to resolve all such matters, and conform to any Code related determinations. To foster timely communication, we Association company members will designate an individual within the organization having sufficient responsibility to handle member conduct complaints received by our Association; we will keep our Association informed of this individual's current contact information.

**CANON V. As members, we demonstrate our commitment to our Association's Mission and Values by conducting ourselves and our business consistent with the following guiding principles in our participation in the industry and the profession:**

- V.A We strive to reflect and promote our Association's Mission and Values in dealings with others, and to seek opportunities to increase public awareness and understanding of our Mission and Values.
- V.B We will engage in reasonable cooperation with government agencies that regulate or supervise our business.
- V.C We will operate with sufficient transparency as to the names, geographic locations, and partner affiliations of our companies so as to avoid intentionally misleading others regarding our identities, to the extent that it will not harm the legitimate competitive and proprietary interests of our businesses.
- V.D We will encourage credit and collection professionals to pursue Association-offered education, training, and professional enrichment opportunities supportive of their professional role, responsibility, and capacity.
- V.E We will take timely remedial action and improve business processes when instances of failing or error are discovered.
- V.F We acknowledge that along with the privilege of conducting certain business activities for profit comes the responsibility of complying with all laws with respect to that activity. We commit to remaining informed and up-to-date on the laws and regulations at the federal, state, and local level which govern our activities. We will seek knowledge and understanding from appropriate advisors and resources when we are uncertain of our legal obligations.
- V.G We will represent our professional training and competency accurately and honestly and will not knowingly or with reckless disregard of the truth misrepresent our commercial or professional qualifications, certifications, credentials, affiliations, endorsements, memberships, record, capacity, experience or abilities.
- V.H We will respect our Association's anti-harassment policy when participating in Association-hosted events.

V.I It is the policy of our Association, and it is the responsibility of every Association member, to comply in all respects with federal and state antitrust laws. To minimize the possibility of antitrust problems, we agree to conduct ourselves in accordance with following guidelines during Association sponsored or facilitated meetings, events, and gatherings; we understand that these guidelines apply not only to in-person communication but also to electronic and telephonic communication via any Association-owned or controlled forum (including its website or mobile applications), and upon any portion of an Association owned, controlled, or leased premises (“Association Meeting”):

- V.I.1 We will not engage in any activity or discussion for the purpose of bringing about any understanding or agreement among members to: raise, lower, or stabilize prices; regulate production; allocate markets; encourage boycotts; foster unfair trade practices; assist monopolization; engage in any standardization which will injure competitors; or violate federal or state antitrust laws. To this end, we will not discuss with our competitors: our prices or competitors’ prices (except when buying from or selling to that competitor) or anything which may affect prices such as costs, discounts, terms of sale, or profit margins; uniform terms of sale, warranties, or contract provisions; division of customers or territories; or future pricing, marketing, expansion, policy, or other plans with a competitive overtone. We will not act jointly with one or more competitors illegally to put another competitor at an unfair disadvantage.
- V.I.2 We will notify the Association’s president, chief executive officer, or legal counsel if we become aware of activity as described in V.I.1.
- V.I.3 We will consult our Association’s chief executive officer or legal counsel before raising any matter which we feel might be sensitive, as described in V.I.1.
- V.I.4 We acknowledge that engaging in the type of conduct described in V.I.1 with other industry participants *outside* of Association Meetings may

under some circumstances place the Association at risk of violating the antitrust laws, and will govern ourselves with due consideration.

### **Code Enforcement**

We intend for these Code provisions to operate as an instrument to acknowledge and encourage ethical business conduct; they are not designed to serve as an enforcement mechanism against companies or individuals exercising legitimate personal freedoms that have no relationship to or impact upon our Association’s mission or the collective credit and collection profession.

Our Association frequently offers education and information to industry participants regarding best practices; however, this Code shall not serve the purpose of directing the specific manner and method by which any individual or company member ensures its business activity is aligned with this Code’s Canons.

We expect a member may be charged with a Code violation when the member’s activity, or the activity of its employee(s) as it relates to its business activity within the credit and collection industry, fails to adhere to the Canons of this Code in such a way that indicates the member is exhibiting a reckless disregard of our Association membership’s collective interest in maintaining its competitive position in the industry, positive reputation, cooperative member and industry relations, and the public trust. We understand alleged violations of this Code may be investigated by the Association and that if a violation of the Code has occurred, a member may be disciplined in accordance with the applicable Association procedural rules governing Code enforcement, which may include expulsion from membership.

We adopt this Code to provide guidance for member conduct except to the extent applicable law requires otherwise. If our ethical member responsibilities are reasonably interpreted in our honest and sincere judgment to conflict with any law, regulation, or other governing legal authority, we will acknowledge our commitment to this Code and take steps to resolve the conflict in a responsible manner. In such a case, we will have acted reasonably with respect to the Code if the conflict is, after good faith consideration, irreconcilable. This Code is a guide for members and should not give rise to a legal cause of action, create a presumption or serve as evidence that a legal duty has been breached, or form the basis for governmental enforcement proceedings.

### **Effective Date**

This Code of Conduct shall be effective and govern member conduct as of the 45th day following the date of adoption by the Association’s Board of Directors. Notice of this Code of Conduct’s adoption shall be provided to members by reasonable electronic means within 15 days following adoption by the Board of Directors.

Amendment adopted: September 28, 2016

Effective: November 12, 2016

[www.acainternational.org/about/code-of-conduct](http://www.acainternational.org/about/code-of-conduct)