

June 10, 2025

Department of Consumer and Worker Protection
42 Broadway
New York, NY 10004

Submitted via email to: rulecomments@dcwp.nyc.gov.

RE: Comments on Proposed Further Amendment of Rules Relating to Debt Collectors (NOH 2025 RG 010)

Dear Department of Consumer and Worker Protection:

On behalf of TrueAccord Corp., I appreciate the opportunity to comment on the Proposed Further Amendment of Rules Relating to Debt Collectors ("Proposed Amendment"). TrueAccord is a digital-first debt collection company committed to consumer-centric practices. We believe that fostering open and accessible communication channels is key to empowering consumers to address their financial obligations.

Since our founding in 2013, TrueAccord has sent over 1 billion emails and over 195 million SMS messages to consumers in debt. Less than 1% of consumers unsubscribe from these emails and only 2.07% opt-out of SMS.¹ Many consumers we reach out to take the time to provide public feedback about their digital TrueAccord debt collection experience, including through [Google Reviews](#) where

¹ All TrueAccord proactive emails have a one click to unsubscribe button at the top, as well as an unsubscribe link at the bottom through which they can unsubscribe from emails. SMS messages tell consumers to reply STOP to opt out. Any consumer can reply to these communications with other language to convey their desire to unsubscribe from further communications in these channels. TrueAccord has in place automated and human processes to identify and honor these consumers' preferences.

TrueAccord has a 4.5 out of 5 star rating.² For example, this consumer told us in May 2025:

Your system that is seeking to meet people on their terms is really working great. I received a text at my convenience. With a link to the payment. It was so straightforward and so cheap. I'm thrilled really, thank you. The way my life has been going [sic] that was such a positive experience.

Unfortunately, the Proposed Amendment will inadvertently restrict the use of email and text messaging, channels that consumers often prefer and that offer enhanced protections (see proposed section 5-77(b)(5)(i)). Under the Proposed Amendment, consumers must be contacted via phone or mail for consent before initiating email or text communication, delaying consumers' access to information critical for resolving accounts and improving credit. This delay can lead to other, more adverse outcomes, including debt collection lawsuits.

The Department should modify the Proposed Amendment to permit a debt collector to initiate email or text message communication. This approach would balance consumer protection with the practical realities of modern communication, align more closely with federal frameworks, and ensure that New York City consumers are not inadvertently disadvantaged by rules that limit access to their preferred communication methods.

The Proposed Amendment contains similar language restricting digital debt collection communications as the original DCWP proposal released in 2023. TrueAccord filed a November 29, 2023 comment with suggested revisions for your consideration (TrueAccord's 2023 Comment). Exhibit A, below, contains TrueAccord's suggested changes to the Proposed Amendment, revised with three principles in mind:

- 1. Restricting digital communications by requiring an opt-in harms consumers.** Imposing an opt-in requirement stifles the flow of information that helps all consumers in debt make informed decisions about their finances and has a disproportionate impact on vulnerable populations of consumers who primarily conduct most of their affairs digitally.

² See [TrueAccord's Google Reviews](#) (last visited June 5, 2025). Not all customers in debt provide positive feedback. Some TrueAccord customers file complaints. For every 1 million emails TrueAccord sends, TrueAccord receives about 1 regulatory complaint (defined as consumer complaints sent to TrueAccord by the CFPB, state Attorney General, the BBB, or other state regulatory agencies from 2020 through the present). Complaints about digital communication represent roughly 1 percent of these complaints.

2. **Digital communications are a step forward in consumer protection.** Digital communications are easily controlled by consumers and are tightly managed by service providers with built in mechanisms to prevent harassment and a clear record of communications.
3. **Consumers typically prefer digital communications.** Consumers predominantly communicate with their banks, creditors, and lenders digitally, so digital collection is a smooth transition, easily accessed at the time chosen by the consumer.

TrueAccord is committed to working with the DCWP to develop balanced rules that protect consumers while allowing for effective and respectful communication. Please reconsider the Proposed Amendment not for debt collectors, but for the New York City consumers in debt who prefer digital communications, rely on the protections in digital communications, and deserve immediate access to information to make informed decisions about their past due accounts. We welcome the opportunity to discuss these comments further.

I. Digital Debt Collection

TrueAccord is a digital-first debt collection company, founded twelve years ago to improve the experience of consumers in debt collection. We aim to change the debt collection process using technology, so consumers can take care of their debt at their convenience and at a pace that works for them, while giving them the time they need to get back on their feet. We enter into contracts with eCommerce companies, lenders, debt buyers, and service providers to provide collection services on their past due accounts.

TrueAccord's Digital Debt Collection Communications

Almost all TrueAccord communications with consumers (94.8%) happen electronically with no agent interaction—as consumers prefer and demand—providing immediate access to information, answers, and documentation. The remaining 5.2% of consumers interact by inbound email or phone call with any of our over 60 customer care agents located in our Lenexa, Kansas headquarters.

Consumers are able to easily navigate to our website through a link we provide on our outbound digital communications. TrueAccord's online platform provides consumers with a variety of self-service options accessible via these individualized links. The options empower consumers to manage their debt, including establishing payment plans, accepting settlement offers, and customizing repayment terms. Consumers can easily report disputes, fraud, bankruptcy, attorney representation, financial hardship, or send

personalized messages. They can also unsubscribe from communications, request to cease all collection activities, or decline to pay altogether. By example, this consumer told us last week,

It was a non pressured program that was easy to set up, nice text reminders, i had the ability to defer payments if i needed a few extra days. I never got pushy phone calls and i never felt like a loser having to pay a debt i just didnt have the money for originally. I wish i could use this program for all of my late debts. It made it easier to catch up.

TrueAccord's Efforts to Promote Consumer Protection

As one of the larger companies leveraging electronic communication and patented machine learning in virtually all aspects of our customer interaction, TrueAccord is happy to provide data and information to assist lawmakers and regulators. Our Founder, Ohad Samet, served on the Consumer Advisory Committee to the Consumer Financial Protection Bureau (CFPB). Our Chief Compliance Officer, Katie Neill, currently sits on the Debt Collection Advisory Committee to California's Department of Financial Protection and Innovation. In these roles and through other outreach efforts, our team members have worked with regulators and stakeholders to think through the best methods to promote consumer protection.

TrueAccord provided significant feedback to the CFPB concerning Regulation F, the modernization of the federal FDCPA that took effect November 30, 2021. The final rule mirrored the majority of our practices, which notably does not require a consumer to opt-in to electronic communications. Instead, Regulation F requires all debt collectors include "clear and conspicuous" opt-out links on all digital communications (see 12 CFR § 1006.6(e)). Additionally, to send required disclosures electronically debt collectors "must do so in a manner that is reasonably expected to provide actual notice in a form the consumer may keep and access later" (see 12 CFR § 1006.42). This includes monitoring deliverability, identifying the debt collector as the sender of the email, and having two pieces of account information in the subject line.

TrueAccord also provided significant feedback to the Council for the District of Columbia regarding their Protecting Consumers from Unjust Debt Collection Practices Amendment Act of 2022 that took effect January 1, 2023 (DC Collection Law). The final amendment restricted outbound digital communications to one in a seven day period, unless the consumer opted into additional digital communication (email, text messages, private instant message on social media). The DC Collection Law requires all digital communications contain clear and conspicuous opt-out methods (unsubscribe flows in emails and "reply STOP to opt-out" in text messages)

with strict penalties for debt collectors who do not honor a consumer's request to opt-out of digital communication channels.

Our recommendations to the Department (discussed herein) are based on data, our experiences, our consumers' experiences, and our work with federal and state lawmakers and regulators.

II. Unintended Harms to Consumers if Digital Communications are Restricted

Limiting Email Use Hurts Consumers

First, requiring special consent for email, text messaging, or other digital channels, when no such consent is required for calls and letters, hurts consumers by stifling the flow and access to immediate information that helps consumers make decisions about their accounts. It also increases unwanted calls by debt collectors seeking to obtain consent to communicate digitally.

A person's email address is typically the best, most accurate contact method—where phone numbers and addresses change, a person's email changes less frequently. Unlike phone numbers which are reassigned, email service providers do not reassign email addresses. At TrueAccord, 99.8% of accounts placed for collection have at least one email address provided by the creditor. Of these, 98.12% have a public domain email address (gmail, yahoo, hotmail, etc.).

Second, requiring consumers to opt-in to digital communications will negatively impact vulnerable populations. According to the Pew Research Center, 15% of adults are “smartphone-dependent” relying on mobile phones for internet access and 47% of Americans living in households earning less than \$69,999 per year “rely on their smartphone to go online.”³ The Pew Report also found education and racial disparities resulting in smartphone dependencies. For example, about one-in-five Black or Hispanic adults compared with a smaller share of White adults and adults with lower levels of higher education are all more likely to be smartphone dependent.⁴

A National Council on Family Relations recent Policy Brief also concluded that for many low-income families, mobile phones are not just a convenience but a critical

³ Pew Research Center Report, “Americans’ Use of Mobile Technology and Home Broadband,” January 31, 2024, found online at: <https://www.pewresearch.org/internet/2024/01/31/americans-use-of-mobile-technology-and-home-broadband/> (last visited June 8, 2025).

⁴ See the Pew Research Center Report, *supra*, footnote 6.

link to economic opportunity, education, and healthcare, explaining that policies aimed at digital inclusion must consider the specific needs of mobile-first users.⁵ TrueAccord knows this to be true from our interactions with consumers in debt. In our 2023 Comment, we quoted this consumer who told us on February 6, 2023:

Thank you for creating a manageable approach and payment option to settle this account. Having been homeless until recently has made this time extremely difficult but I am thankful at how easy this was to accomplish thanks to your website and ease of access.

Our approach aligns with consumer preferences, as this consumer told us in April 2025:

Times got hard and I had a lot of debt and it's overwhelming so I just ran from it. I have heard the term you can't get blood out of a turnip and that's so true. If you don't have it, you just don't have it. It doesn't mean you don't care about your responsibilities that you've created. But this company just emailed me randomly, nothing outrageous, no threats no blowing me up every day. And one day I just clicked on it, and there were some options that were too high for me, but then there was another option to set my own plan and it's a 12 month plan but we'll go as it goes in reevaluate after and that's tremendous. It's exactly what I need. I said it for \$10 twice a month and they accepted all done online. Didn't even have to speak to anybody very easy very simple. Highly recommend trying it!

Requiring consumers to opt-in to digital communications will disadvantage these vulnerable populations of consumers who primarily conduct most of their affairs digitally.

Lastly, depriving consumers of the option to have easily available digital communications often results in disengagement and failure to communicate about account resolution. Unfortunately, when a debt collector is not able to reach a consumer, the creditor is forced to take more aggressive measures to collect, including filing a debt collection lawsuit to recover. In fact, when New York State

⁵ National Council on Family Relations, "Reducing the Digital Divide for Families," July 8, 2024, found online at: <https://www.ncfr.org/policy/research-and-policy-briefs/reducing-digital-divide-families-state-local-policy-opportunities> (last visited June 8, 2025).

passed a law requiring a debt collector to obtain consent prior to emailing a consumer,⁶ New York had a subsequent rise in debt collection lawsuits. New York State lawsuit filings increased 61% from 2016 to 2017, and another 32% from 2017 to 2018, following the enactment of 23 NYCRR 1.⁷

In addition to lawsuits, there is a larger impact on the credit ecosystem. If debt collectors are unable to communicate and collect from consumers, credit becomes more difficult for consumers to obtain. The CFPB recognizes this, and stated “Fair and reliable collection of consumer debts is essential for a well-functioning consumer economy. If creditors are unable to collect debts at reasonable cost and with reasonable certainty, then they will be less likely to lend in the first place, especially to riskier borrowers.”⁸

Digital Communications are a Step Forward in Consumer Protection

Digital communications already provide superior consumer protections than phone calls and letters for several reasons. First, all digital communications are written, documented, and can be searched. Email providers offer search and archiving options, automatically creating a paper trail of communication between the consumer and the collector.

Second, electronic communication offers significantly better protection from unwanted or harassing communication compared to phone calls and letters. Consumers hold the power and can easily opt out of electronic communication by clicking “unsubscribe,” marking emails as spam, replying STOP to a SMS, or blocking a number entirely from their device. Since 2024, email service providers require bulk senders to provide a one click unsubscribe at the top of every communication.⁹ The same is true for text messaging. Consumers hold the power and can easily reply STOP, QUIT, END, UNSUBSCRIBE, CANCEL, OPT-OUT, etc. to stop future text messages. The telephone carriers heavily police senders and in some cases block text message communications altogether for failure to abide by their rules, including

⁶ See, 23 NYCRR 1 § 1.6 (2015).

⁷ Yuka Hayashi, *Debt Collectors Wage Comeback*, Wall Street Journal, July 5, 2019.

⁸ CFPB Task Force on Federal Consumer Financial Law Report, January 2021.

⁹ See, for example, Google’s Email Sender guidelines that took effect in February 2024, found at: <https://support.google.com/a/answer/81126?hl=en> (last visited June 7, 2025).

the Short Code Registry¹⁰ governed by the Cellular Telecommunications Industry Association (CTIA) that implements an annual registry vetting process for all issued codes. It is already a violation of the FDCPA to send digital communications without a clear and conspicuous statement of how to opt-out.¹¹ It is also already a violation of both email service provider requirements and the SMS short code rules.¹² Therefore, today, any debt collector communicating digitally without a method to opt-out on the digital communications would not only be liable on a class action basis under the FDCPA but would not be able to deliver digital communications for long without getting blocked and banned by the carriers.

Third, embedded email and texting protections prevent bad actors who use emails and texts to harass senders. For example, when a consumer marks an email as spam, the consumer's email service provider (gmail, yahoo, hotmail, etc.) will downgrade the sender and if more than one consumer marks the same sender as spam the email service provider will ban the sender from delivering emails. Senders tagged as spammers have a less than 5% success rate of reaching consumer inboxes. Legitimate businesses must have a well-designed deliverability strategy that includes internal frequency limits to ensure the ability to reach the inbox. The same is true for text messaging. When a consumer replies stop, many SMS providers will not permit future texts from the sender to any number who previously opted out from that sender. Similar protections are not available for mail and calls.

Consumers Prefer Digital Debt Collection

By and large, consumers prefer to communicate with their collection agencies digitally. Consumers use the internet, mobile devices and their emails for communication, shopping and financial transactions. Consumers are regularly online and conduct the majority of their financial affairs digitally. Consumers already opt-in and communicate through primarily digital channels with their creditors.

¹⁰ See the Short Code Monitoring Program Handbook, version 1.9, August 2, 2023, detailing all the compliance requirements for companies using short codes, found at: <https://api.ctia.org/wp-content/uploads/2024/01/CTIA-Short-Code-Monitoring-Handbook-v1.9-FINAL.pdf> (last visited June 8, 2025).

¹¹ See 12 C.F.R. § 1006.6(e) which states “A debt collector who communicates or attempts to communicate with a consumer electronically in connection with the collection of a debt using a specific email address, telephone number for text messages, or other electronic-medium address must include in such communication or attempt to communicate a clear and conspicuous statement describing a reasonable and simple method by which the consumer can opt out of further electronic communications or attempts to communicate by the debt collector to that address or telephone number.”

¹² See footnotes 9 and 10, *supra*.

According to the Pew Research Center, 41% of U.S. adults report using the internet almost constantly.¹³ In fact, 90% of TrueAccord consumers visit our web portal from their mobile devices and tablets, not their desktop computer.¹⁴

When a customer defaults on their account, it is a disruption to their lives to suddenly receive phone calls and letters regarding an account for which they previously only communicated via digital channels. Many of TrueAccord's creditor-clients, concerned about their consumer experience and their brand image, prefer a seamless transition to debt collection and prohibit TrueAccord from making any outbound calls or sending letters on their accounts because their customers have only ever interacted digitally.¹⁵

If a consumer decided that they did not want to communicate digitally on an account in collection, consumers can unsubscribe at any time whether through email or SMS. TrueAccord provides consumers with the option to unsubscribe on every email and to reply STOP to opt-out on every text message. In addition to the consumer's ability to opt-out of digital communications directly with TrueAccord, the consumer has the ability to identify the sender as spam directly with their email service provider or block a number from their device, essentially barring the sender from using email or SMS.

Second, digital debt collection further provides consumers the opportunity to review their account information and options—on their own time—and when they are able to repay. Using digital channels allows consumers to engage at times when they are

¹³ See the Pew Research Center Report, *supra*, footnote 3.

¹⁴ A significant majority of TrueAccord consumers ages 50 and above (specifically 85%) utilize their mobile devices to access our web portal.

¹⁵ Under the Telephone Consumer Protection Act consent to send text messages given to the creditor transfers to a debt collector. See for example, *Fober v. Management and Technology Consultants, LLC*, 886 F.3d 78, 794 (9th Cir. 2018) (holding that a consumer can provide prior express consent through an intermediary based upon the scope of the consumer's consent); *Kuch v. PHH Mortgage Corporation*, 2021 WL 6424638, at *8 (W.D.N.Y. 2021) (“[T]he FCC specified that ‘a consumer who provides his or her wireless telephone number on a credit application, absent instructions to the contrary, has given prior express consent to receive autodialed or prerecorded message calls ‘regarding the debt’ at that number, **including autodialed and prerecorded debt collection calls from a debt collector acting on behalf of the creditor.**’”(emphasis added)(citing *Matter of GroupMe, Inc.*, 29 F.C.C. Rcd. 3442, 3445-46 (F.C.C. 2014)); the FCC Orders on the ability of a debt collector to rely on consent provided to the creditor such as *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 23 FCC Rcd. 559, 559 (2008)(prior express consent exists when one has made their number available to the creditor). See also, *Regulation F*, 85 FR 76734, 76780 (noting that “nothing in 1006.6(d)(4)(i) prohibits a debt collector from sending an email to an email address provided by the consumer to the creditor.”) The Proposed Revision does not alter the protections against third party communications that already exist in 15 U.S.C. 1692(c)(b).

available, without having to feel pressured by collectors on the phone, and using an experience consumers are used to in other areas of their lives. Simply put, digital communications are convenient and less stressful.

For example, almost all TrueAccord communications with consumers (94.8%) happen electronically with no agent interaction because the electronic communications contain links to online pages where consumers can take action on their accounts, everything from disputing the account, reporting identity theft, negotiating payment arrangements, setting up a payment plan, changing scheduled payments, reporting a hardship, unsubscribing, etc. In fact, 31% of consumers resolve their accounts outside of typical business hours—before 8AM and after 6PM—when our call center agents are not at the office. More than 24% of consumers resolve their accounts before 8AM and after 9PM, when it is presumed inconvenient to contact consumers under the federal Fair Debt Collection Practices Act (FDCPA).

Using our online tools, consumers have immediate access to information, answers, and documentation. Consumers can dispute, unsubscribe, report identity theft, make a payment, set up a repayment plan, make changes to their payment plan, request a hardship, report a bankruptcy, review their rights (via links to the CFPB's website), etc. The remaining 5.2% of consumers who do interact with an agent, send an inbound email or make a phone call to our inbound call center where any of our customer care agents are prepared to assist with their request.

III. Proposed Amendment to 6 RCNY § 5-77(b)(5)

To help promote consumer protection and minimize the unintended consequences in the Proposed Amendment restricting digital communication, we urge that TrueAccord's suggested revisions to the Proposed Amendment (found in red font in Exhibit A) be incorporated into DCWP's final draft.

Consumers Should Not Have to Opt-In to Electronic Communications

The edits TrueAccord proposes to Section 5-77(b)(5)(i)(B), would permit a debt collector to communicate electronically with a consumer one time every seven days.

These suggested edits are modeled in part on D.C. Law 24-154 Projecting Consumers from Unjust Debt Collection Practices Amendment Act of 2022 which achieves the same consumer protections in electronic communications sought by the DCWP without placing further burdens on consumers to have to opt-in again to electronic communications about the account.

As currently drafted, the Proposed Amendment suggests that consumers who already provided their creditor with their electronic communication contact information would not want to communicate electronically with a debt collection company hired by the creditor. When a consumer provides their electronic contact information (email address or cell phone number) to the creditor, there should be little doubt that the consumer desires to communicate electronically about their account after default. For example, this New York consumer posted the following google review in February 2025:

Thank you for your patience and understanding through this extraordinarily difficult time for me. I didn't feel attacked, threatened, or hounded at all ❤️ Your company is the first creditor I've paid because you handle your important business with integrity and humility. I am truly grateful. All my best from ours to yours!"

If a consumer does not wish to communicate electronically with a debt collector, the consumer can unsubscribe.¹⁶ TrueAccord strongly supports robust consumer opt-out rights, as already detailed in the federal law and the Proposed Amendment (§ 5-77(b)(5)(v)). We believe these provisions provide consumers with effective control over communications.

Unsubscribe Hyperlink to Satisfy Clear and Conspicuous Disclosure

TrueAccord also suggests an additional phrase be inserted into Section 5-77(b)(5)(v) to clarify that the revocation of consent disclosure may be satisfied through a standard unsubscribe hyperlink. This clarification will match the one-click unsubscribe language required by the email service providers.¹⁷ Additionally, it will avoid lawsuits claiming the term “unsubscribe,” a universally recognized term to opt-out of email communications, does not qualify as a “clear and conspicuous written disclosure that the person may revoke consent.”

The proposed clarification will also ensure that consumers can opt-out as they do from all other unwanted communications in other industries, as this method of

¹⁶ TrueAccord provides multiple options for consumers to unsubscribe: consumers can unsubscribe using the email hyperlink, replying STOP or something similar to opt-out, call into our call center to tell an agent, reply to any email communication expressing the desire to opt-out, fill out a form on our webpages (generating an inbound email to our call center), or mail a letter. See also, footnote 11, *supra*.

¹⁷ See footnote 9, *supra*.

opt-out is a common practice expected and used by consumers and required by carriers.

Permit the Initial Communication By Email

TrueAccord suggests the Proposed Amendment be revised to match the FDCPA language regarding the validation notice so that an initial communication sent through digital channels (and otherwise in compliance with the NYC law) would satisfy Section 5-77(f).¹⁸

Include an Effective Date Providing At Least One Year to Comply

Section 2-193 of the Amendment requires debt collectors to log and create reports of additional information not required to be logged today in the manner specified by the proposed law. It will take at least one year for our company to be able to revise our collection software system to add these new fields and reporting capabilities. In some cases, we will need to work with our software vendors to support the necessary changes. TrueAccord supports the outline of proposed changes provided in the comments submitted by our industry associations, the Receivables Management Association and American Collectors Association, in regards to these sections.

IV. Conclusion

TrueAccord appreciates the DCWP taking this opportunity to amend the debt collection law. We would very much appreciate the opportunity to answer any questions that you may have, including provisioning any additional data the DCWP may need in considering the proposed changes.

On behalf of TrueAccord,



Mark Ravanese
Chief Executive Officer

cc: legal@trueaccord.com

¹⁸ See 15 U.S.C. §1692(g)(a).

EXHIBIT A - PROPOSED REVISIONS

TrueAccord's suggested revisions are in red font below.

Section 5. Section 5-77 of Part 6 of Subchapter A of Chapter 5 of Title 6 of the Rules of the City of New York is amended to read as follows:

§ 5-77. Unconscionable and Deceptive Trade Practices.

* * * *

(5) Contact a New York City consumer by electronic communication to collect or attempt to collect debt unless the debt collector satisfies the following requirements:

(i) A debt collector may only use a specific email address, text message number, social media account, or specific electronic medium of communication if such electronic communication is private and direct to the consumer and one of the following requirements is met:

(A) the debt collector only sends one electronic communication in a seven day period unless the debt collector obtains revocable consent from the consumer in writing, given directly to such debt collector, to use such email address, text message number, social media account, or other electronic medium of communication to communicate about the specific debt more frequently, and the consumer has not since revoked the consent, provided that a debt collector may correspond with a consumer through electronic communications after receiving oral consent from the consumer solely to satisfy the requirements of this paragraph and to obtain written consent, but the debt collector may not collect or attempt to collect debt by electronic communications in excess of one electronic communication in a seven day period until the requirements in this paragraph are satisfied;

(B) the debt collector is the original creditor and obtained consent from the consumer, given directly to the debt collector, to use such email address, text message number, social media account, or another electronic medium of communication to communicate about the specific account prior to the institution of debt collection procedures, and the consumer has not since revoked such consent, provided that, after the institution of debt collection procedures, such debt collector informs such consumer in writing of their right to revoke such consent to use such email address, text message number, social media account, or another

electronic medium of communication to communicate about the specific account;
or

(C) the consumer used such email address, text message number, social media account, or another electronic medium of communication to communicate with the debt collector about a debt within the past 60 days and the consumer has not since opted out of communications to that email address, text message number, social media account or other electronic medium of communication or opted out of all electronic communications generally.

(ii) A person's electronic signature constitutes written consent under this section, provided it complies with all relevant state and federal laws and rules, including article three of the New York Technology Law (New York Electronic Signatures and Records Act) and chapter 96 of title 15 of the United States Code (Electronic Signatures in Global and National Commerce Act).

(iii) The written consent, revocable by the consumer, is retained by the debt collector until the debt is discharged, sold, or transferred.

(iv) A debt collector who sends any disclosures required by this subchapter electronically must do so in a manner that is reasonably expected to provide actual notice, and in a form that the consumer may keep and access later.

(v) The debt collector must include in every electronic mail communication to the consumer a clear and conspicuous written disclosure that the person may revoke consent to receive electronic communication at any time, and a reasonable and simple method by which the consumer can opt-out of further electronic communications or attempts to communicate by the debt collector, which may include replying "stop," or an "unsubscribe" hyperlink, provided that, the debt collector must also accept any other word(s) sent in a response by a consumer that reasonably indicates the consumer wishes to opt-out. The disclosure to the consumer must be in the same language as the rest of the communication and the debt collector must accept the consumer's opt-out request in the same language as in the initial electronic communication that prompted the response from the consumer or in any language used by the debt collector to collect debt.

(vi) The debt collector may not require, directly or indirectly, that the consumer pay any fee to opt-out or provide any information other than the consumer's opt-out preferences and the email address, text message number, social media account, or other electronic medium subject to the opt-out request.

(vii) Consent to communicate electronically under this paragraph shall not relieve a debt collector of any other requirement in this section to send a communication in a specific form or format, including but not limited to sending a written validation notice by U.S. mail or other delivery service pursuant to paragraph (1) of subdivision (f) of this section .

* * * *

(f) Validation of debts. Debt collectors, except debt collectors that are required to comply with 15 U.S.C. § 1666 (Fair Credit Billing Act) and who provide consumers with an opportunity to dispute the debt which is substantially the same as that outlined in 15 U.S.C. § 1666 and regulations promulgated thereunder, must comply with the following requirements regarding validation of debts:

(1) Validation notice. Within five days after the initial communication with a New York City consumer in connection with the collection of any debt, a debt collector must send the consumer a written notice containing any and all information required by federal and state law, as well as the following information in a clear and conspicuous manner, unless the consumer paid the debt or such information was contained, clearly and conspicuously, in ~~the [an]~~ initial ~~[written]~~ communication ~~[sent by U.S. mail or other delivery service]~~, or if the initial communication with the consumer occurred before October 1, 2025 and a validation notice was already sent to such consumer: