

ESIGN Disclosure and Consent

Mountain Land Collections, LLC (d/b/a MLC) wants to ensure that you have all of the information you need to effectively conduct business with us. Our goal is to provide you with as many options as possible for communicating and sending and receiving documents, signatures and other desired information. We are required by law to give you certain information “in writing”—which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. This ESIGN Disclosure and Consent (referred to herein as “Consent”) is governed by the federal Electronic Signatures in Global and National Commerce Act (the “ESIGN Act”). Before we can begin to do business with you electronically under the ESIGN Act, we must provide you the following information and you must review and consent to the terms outlined below.

In this Consent:

- “We,” “us,” and “our” means Mountain Land Collections, LLC (d/b/a MLC) and each and every current or future agent, successor, assign or affiliate of Mountain Land Collections, LLC (d/b/a MLC).
- “You” and “your” means the person giving this consent, and also any individual you authorize to communicate or act on your behalf (or that is authorized by law to communicate or act on your behalf).

Consent

You are authorizing us to conduct business with you electronically to the fullest extent permissible and according to the terms of this Consent.

You understand and agree that conducting business with you electronically may include, but is not limited to, corresponding, communicating, securing signatures, and exchanging documents and other information with you via the Internet, a website, and/or software applications (including applications for mobile or handheld devices), as well as via fax, email, messaging services (including voice mail, text messages such as SMS and/or MMS and/or two-way texting) to which message and data rates may apply.

You understand and agree that this Consent does not impact any of the other methods you have additionally authorized or that are utilized by us to transact business or to communicate with you. You understand that we may always, in our sole discretion, provide you with anything in writing, even though you have granted us the consent to communicate electronically.

Your consent also acknowledges your receipt of and agreement to the terms of our Privacy Policy and TCPA Consent which is also available at www.enrollmlc.com. You further agree that if we have any obligation to do so, we may satisfy any obligation to periodically provide you with a copy of our Privacy Policy and TCPA Consent via electronic means.

Identification of Businesses and Business Activities

We are engaged in the business of debt collection and resolution. As such, you understand and agree that any information obtained as a result of you agreeing to this Consent will be utilized for the purpose of debt collection.

Use of Third-Party Vendors, Privacy, and HIPPA

In providing your consent, you understand and agree that we will utilize the services of one or more third-party vendors to assist us in our business and collection activities with you, including (but not limited to) any electronic communications with you. Without providing an exhaustive list, these third-party vendors may include companies that offer document signing services, email services, voice mail services, voice analytic services, texting services (including SMS and/or MMS and/or two-way texting), as well as print and mail vendors who process written correspondence to or from you. You acknowledge that as part of our relationship with these third-party vendors it will be necessary for us to provide them certain information about you and/or about accounts/debts for which you may be held responsible. To the fullest extent permitted by law, you grant us your express consent to utilize any and all such third-party vendors as we feel appropriate to fulfill our business functions, which consent includes an acknowledgement and agreement that we may provide them information about you and any accounts/amounts for which you may be responsible as we deem appropriate. In granting your consent, you are also releasing us, to the fullest extent possible under the law, from any and all claim(s) arising from or related to a claim that we have shared any information about you/your debts with an unauthorized third-party.

In addition to the foregoing, and without in any way limiting it, but instead by way of further expanding on it, in providing your consent you also understand and agree that we cannot guarantee the privacy of electronic communications sent to you. For example, your email or cellular device may be susceptible to access by someone other than you such as a spouse, child, employer or co-worker. You are and remain responsible for providing us your preferred email address(es) and/or telephone number(s) or other method(s) of contact and for safeguarding your own privacy and the disclosure or non-disclosure of all information transmitted to you via electronic means or otherwise. You understand that the information we may transmit to you may include, but not be limited to such things as: our identity (for example who the email, text or message is from), what the email, text or message is about (including but not limited to the subject line or other readily displayed information) as well as information about financial obligations, credit reporting, medical and/or dental records, and other information which you or the law may consider sensitive and/or private in nature. Accordingly, to the fullest extent permitted by law, you release us from any and all obligations of privacy and non-disclosure (and any and all related claims) with regard to all information transmitted by us to you (and vice versa) via electronic means, including but not limited to claims under the Health Insurance Portability and Accountability Act.

Your consent authorizes us, in our discretion, to reveal information about your financial obligations (including credit reporting), medical and/or dental records, and other information

which you or the law may consider sensitive and/or private in nature, to third parties such as your spouse, ex-spouse, or any other third party/ies that we feel is/are or may be responsible or co-responsible for any of the amount(s) for which we seek recovery.

Scope of Consent

Your consent authorizes us to conduct business with you electronically about any and all account(s), debt(s) and/or amount(s) which we allege to be owing as of the date of your consent, as well as to any and all future account(s), debt(s) and/or amount(s) that are placed with us for collection at any time after the date of your consent.

You acknowledge and agree that the records, documents, and communications with you may include, but not be limited to: collection notices, payment reminders, account specific documents and records, as well as legal documents such as (but not limited to) summons and complaint, etc. You also acknowledge and agree that in identifying the general types of documents, records, and communications that are contemplated by this Consent we are giving broad and non-exhaustive examples. These examples are for convenience, reference, and to enhance your understanding, and are not an indication, insinuation, or threat of any specific intended action or consequence regarding a particular individual, account, or amount.

Withdrawal of Consent

You have the right to withdraw your consent at any time. If after you have granted your consent you desire to withdraw it, you may do so by sending an email to info@mlc123.com. You may also revoke/withdraw your consent by writing to us at: P.O. Box 1280, American Fork, Utah 84003, or by calling us at (801) 492-0136. Any withdrawal of your consent will not apply to any electronic communication(s) previously sent or in process. Your withdrawal will become effective only after we have had a reasonable time to process your withdrawal request.

Encrypted/Unencrypted

You acknowledge and agree that the electronic communications between us and you (and vice versa) need not be (but may be at our option) encrypted. You specifically consent and agree to receiving non-encrypted communications, documents, and records, and to the waiver of all claims of privacy, use, non-disclosure and the like pertaining to any and all such electronic communications, records and documents as set forth in this Consent.

Records and Communications “Personally Delivered” and “In Writing”

By granting your consent, you agree that all records, documents and communications provided electronically by us to you will be considered to be “in writing” and “personally delivered” to you. This means that anything which the law would otherwise require be delivered personally and/or in writing, which we have sent to you via electronic means pursuant this Consent, will be deemed legally, lawfully, and appropriately delivered to you personally and in writing.

System, Hardware, and Other Requirements

- You will need a valid email address or valid mobile telephone number to receive electronic documents. It is your responsibility: to provide us with a true, accurate and complete email address and/or mobile telephone number that belongs to you or that you have permission to use, contact and other information; to maintain the ability to access the email address and/or mobile telephone number provided; and to promptly notify us of any change in your email address and/or mobile telephone number;
- You will need a computer or device using a current, fully supported operating system such as Windows® or Macintosh®;
- You will need an internet browser, such as a current version of Microsoft Edge® or Explorer®, Firefox®, or Safari®, as well as access to the Internet;
- For mobile devices, you will need a device with a fully supported operating system and an internet browser, as well as the ability (via Wi-Fi, data or some other means) of accessing the Internet.
- Software to access Portable Document Format or “PDF” files, such as the latest version of Adobe Acrobat Reader®.

Requesting Paper Copies

You are expected to download, print, or save copies of any document(s) that are electronically sent to you. If you desire a physical copy of anything we have electronically sent to you that you are not able to access on your own, you may send a written request to P.O. Box 1280, American Fork, Utah 84003. Your request must include reference to the specific document(s) you are requesting and must be received by us within a reasonable time of when we first provided the electronic communication to you. We require a reasonable time within which to respond to your request, and reserve the right to charge you a reasonable service charge for the delivery of paper copies. Your request of a physical copy of anything we have electronically sent to you will not constitute revocation of this Consent unless you specifically state otherwise. We reserve the right, but assume no obligation, to provide a paper (instead of and/or in addition to an electronic) copy of any communication that we have or may provide to you pursuant to this Consent.

Severance Clause

If any provision of this Consent is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision will be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions will not be affected thereby; provided that if any of such provision is finally held to be invalid, illegal, or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such provision will be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder.

Federal Law

By granting your consent, you acknowledge and agree that your consent is being provided in connection with a transaction and future transactions affecting interstate commerce that is subject to the ESIGN Act and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Contacting Us

If you have any questions regarding this consent or our other policies, you may write to us at P.O. Box 1280, American Fork, Utah 84003, or call us at (801) 492-0136, or email us at info@mlc123.com.

By providing your consent you agree to all of the foregoing. You further agree that your computer and/or mobile device satisfies the hardware and software requirements specified above and that you have provided us with a current and valid e-mail address(es) and/or mobile phone number(s) to which we (or third-parties we choose to engage) may send electronic communications, documents, and records. You also acknowledge access and agreement to our Privacy Policy and TCPA Consent. You agree that you can download this document in its entirety and can print and save it for future reference. You consent to receive through electronic means, all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of your dealings with Mountain Land Collections, LLC (d/b/a MLC).

You provide your consent to the foregoing in one of four ways: (1) by signing it; (2) by clicking "I Agree" below, (3) by texting CONSENT TO 42170 or (4) by visiting www.enrollmlc.com and clicking "I Agree."