

Privacy Policy and TCPA Consent

Mountain Land Collections, LLC (d/b/a MLC) wants to ensure that you are informed of our Privacy Policy as well as the terms of your TCPA Consent. This Privacy Policy and TCPA Consent (herein occasionally referred to simply as “Privacy Policy”) sets forth the extent of your TCPA Consent as well as our current practices with regard to information we collect from or about you and how we may use that information.

In this Privacy Policy:

- “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 agreeing to this Privacy Policy 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), or with whom we may communicate about or concerning you.

Agreement

By accessing any website(s) and/or link(s) we maintain, or by communicating and/or interacting with us in any way (whether initiated by us or by you), you acknowledge, fully understand, and consent to our Privacy Policy (including the TCPA Consent), and freely agree to the information collection and use practices described in this Privacy Policy.

You understand and agree that this 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 also acknowledge receipt of our [ESIGN Disclosure and Consent](http://www.enrollmlc.com) (which is also available at www.enrollmlc.com).

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 will be utilized for the purpose of debt collection.

Information We Collect and How We Use It

In the course of engaging in all aspects of our business activities we seek out, collect, and retain all types of personal and employment information about you to aid us in conducting our business activities. The information collected includes (but is not limited to) such things as: name, address, telephone phone number(s), email address(es), social media accounts, social security number, birthdate, marital status, family/dependent information and employment and income information. This information is collected in a variety of ways which include (but are not limited to) being provided directly or indirectly by you, captured via any website(s) or link(s) which we own and maintain, captured via any electronic communication (including emails and

text messages), learned from third parties about you, and discovered on our own through our own efforts or in conjunction with services provided by one or more third parties.

The information we collect will primarily be used in conducting and fulfilling all aspects of our business activities which include, but are not limited to, attempting to resolve alleged outstanding financial obligations via telephone (including mobile phone), the mail, the Internet, email, and any other method(s) of communication and interaction authorized by you or not prohibited by law.

We may also use the information we collect for other administrative purposes such as creating/generating reports and tracking your usage of website(s) and/or link(s) which we own and maintain. Website(s) and/or link(s) which we own and maintain may utilize “cookies” to collect information about how such website(s) and/or link(s) are used. We may also utilize cookies to securely store your username(s) and/or password(s) (if any) associated with our website(s) and/or link(s), or for any of the other standard purposes for which cookies are used.

We may also use the information we collect to offer up the services of one or more third-party service providers.

We do not sell any of the information we collect.

Third-Party Providers

Third-party services, offerings, and advertisers with links from any website(s) and/or link(s) owned and maintained by us have their own privacy statements that can (and should be) viewed by clicking on the corresponding links within each respective website. We do not have any control over the policies or practices of participating merchants and other third parties. We are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy practices or contents of any such third-party website(s) and offerings.

TCPA Consent

You authorize us to manually dial or use automated dialing technology to dial any telephone number(s) (including but not limited to wireless/cellular phone numbers) which you or anyone acting on your behalf provide to us at any time, and further acknowledge and agree that we may leave pre-recorded and/or artificial voice messages and/or send individual or mass-generated text messages (such as SMS and/or MMS and/or two-way texting) to such number(s), and that message and data rates may apply.

You understand and agree that this TCPA 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.

Scope of TCPA Consent

Your consent applies to 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 your TCPA Consent is being provided in connection with the Telephone Consumer Protection Act and that you and we both intend that your consent be interpreted as liberally and broadly as possible thereunder to validate our ability to conduct business with you via telephone/mobile/cellular device.

Call Frequency/Waiver

There are certain laws and/or regulations that restrict the number of times we may attempt to contact you or have actual contact with you within a specific time period. We strive to comply with these laws and regulations. Notwithstanding, you agree to waive any and all claims you may have against us, including but not limited to claims for damages or other compensation, for any violation of any law(s) or regulation(s) regarding call or contact frequency.

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.

It is your responsibility to notify us immediately if you stop using or no longer have access to any of the methods of electronic communication you have provided to us.

STOP Replies/Withdrawal of Consent

If at any time you desire to stop receiving text messages, you may text STOP to 42170 or text STOP to any text message we sent to you. You may unsubscribe from future emails by clicking the unsubscribe option contained in the email. Any STOP reply or unsubscribe selection applies only to future text and email messages. You may also withdraw your consent to ongoing electronic communications and/or to your TCPA Consent by sending an email to info@mlc123.com. You may also revoke/withdraw any 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 telephone 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.

Security

To the extent we store it, any information we collect is securely stored. One notable exception is that we do not store any credit card information. Any storage of any credit card information, to the extent there is any, is done by one or more third-party payment processor(s) and in accordance with their own privacy practices.

Changes to Privacy Policy

We maintain the discretion to change or update this Privacy Policy. When we do, we will revise the “last revised” date shown on each page of this Privacy Policy. We encourage you to periodically review this Privacy Policy and to stay informed about how we are using and helping to protect the personal information we collect. Your continued access to and/or use of any website(s) and/or link(s) which we own and maintain constitutes your agreement to this Privacy Policy and any update(s) to it.

Severance Clause

If any provision of this Privacy Policy 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.

Contacting Us

If you have any questions regarding any of our 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.

You acknowledge access and agreement to this Privacy Policy and TCPA Consent by: (1) signing it; or (2) accessing and/or utilizing any website(s) and/or link(s) owned and maintained by us, or (3) by communicating and/or interacting with us in any way via any text/SMS/MMS/two-way texting message platform (whether initiated by us or by you), or (4) by visiting www.enrollmlc.com and clicking “I Agree.”