

ACCEPTABLE USE POLICY

This Acceptable Use Policy (the “Acceptable Use Policy”) applies to two general groups. The first group includes anyone who uses and/or accesses, directly or indirectly, any of our Technology Services as that term is defined in our [Conditions of Use](#). Without providing an exhaustive list, individuals falling into this first group are most likely to be our customers/consumers who are accessing or using any of our Technology Services.

The second group includes anyone who uses and/or accesses (or grants to another the use of and/or access to) any of our company owned or controlled networks, communication technology, systems, hardware, software, applications, networks, websites, web portals, API’s, platforms, facilities, or the like (collectively referred to as “Company Systems”). Without providing an exhaustive list, individuals likely falling into this second group are most likely to include our employees, clients, and vendors; but may also include, from time to time, our customers/consumers.

Overview of General Policy

The purpose of this Acceptable Use Policy is to set forth our general expectations (and the remedies we may take if we feel our expectations are not being met) regarding the conduct of anyone using and/or accessing, directly or indirectly, any of our Technology Services or Company Systems. Generally speaking, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Acceptable Use Policy, is prohibited.

We expect that our Technology Services and Company Systems will be used in a manner that is consistent with their intended purpose(s), in compliance with applicable laws and regulations, expressed User preferences, and applicable company policy(ies).

We reserve the right (but do not assume any legal responsibility) to monitor activities and to restrict, limit, or prohibit activities that we feel damage our reputation and goodwill, are hurtful or harmful to us or another, that negatively impact society, or that affect the quality of (or our ability to deliver) the goods and services we offer.

We reserve the right to modify this Acceptable Use Policy in our discretion at any time.

Legally Binding Agreement/Privacy Policy/Conditions of Use

This Acceptable Use Policy constitutes a legally binding agreement made between you and us. By using and/or accessing any of our Technology Services or Company Systems, you agree to all of the terms and conditions of this Acceptable Use Policy. You also agree to all of the terms and conditions of our [Privacy Policy](#) and [Conditions of Use](#) (to the extent applicable), each of which is incorporated herein by this reference.

Throughout this Acceptable Use Policy the terms “you” or “your” refer to the individual using

and/or accessing, directly or indirectly, any of our Technology Services or Company Systems. For convenience, we may also use the word User when referring to you or anyone else who uses and/or accesses any of our Technology Services or Company Systems. The terms “MLC,” “we,” “us,” and “our” refer to Mountain Land Collections, LLC (which includes our dba tradename MLC), as well as our affiliates, successors, and assigns.

Examples of Unacceptable Uses/Prohibited Conduct

Users shall not use or access the Technology Services or Company Systems, directly or indirectly:

- for any illegal purpose;
- to access, post, transmit, distribute or store any information or material that is inappropriate or objectionable, obscene, offensive, indecent, defamatory, libelous, threatening, harassing, abusive, hateful, racially or ethnically offensive, excessively violent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- in a way that infringes, dilutes, misappropriates or otherwise violates the rights of another, including but not limited to any applicable privacy, publicity or other personal rights and intellectual property rights;
- in a way that may be harmful to or interfere with the Technology Services or Company Systems, or any third party’s networks, systems, services, or web sites, including but not limited to the use or placement of malware, viruses, worms, time bombs, or Trojan horses and other harmful or malicious code, files, scripts agents or any other similar software;
- in a way to access or interfere with any other person's computer or computer system, software, or data without their knowledge and consent; or that breaches the security of another User; or in any way that is an attempt to circumvent any level of User authentication or the security of any host, network, or account;
- in a way that allows User to access any services or data that is not specifically intended for the User, or logging into or making use of the Technology Services or Company Systems on behalf of another without the other’s prior knowledge and express consent in each instance;
- to transmit or distribute material containing false or fraudulent information, or that is otherwise untruthful, deceptive, misleading, hateful, or harmful;
- to submit any false or inaccurate data in any manner or in any form, including but not limited to providing false identity information and/or payment method(s);
- to copy, disclose, reproduce, use, or access the confidential information of a third-party (including but not limited to other Users or MLC itself);
- to misrepresent or impersonate a person or attempt to gain access to or illegally track another person;
- to distribute unwanted, unsolicited or harassing messages, promotions, advertising, or solicitations;
- in a manner that results in excessive bandwidth usage, as determined by MLC;
- to reverse engineer, decompile, disassemble, modify, reproduce, or create derivative

- works of any part of the Technology Services or Company Systems;
- for any other activity or purpose that we deem to be harmful or detrimental to us or our customers/consumers (including but not limited to other Users, our clients, vendors, employees, etc.).

In addition to the foregoing, if the User is an employee of MLC, you must never access or use any of our Technology Services or Company Systems in any way that violates any law which applies to or governs our business activities, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”), the Telephone Consumer Protection Act (“TCPA”), the Fair Debt Collections Practices Act (“FDCPA”) (including Reg-F thereto), the Fair Credit Reporting Act (“FCRA”) or any other similar laws and regulations; or any company policy, including but not limited to our policies regarding consumer consents and communication preferences (i.e. text, voicemail, e-mail and other forms of “electronic communications”).

Monitoring

To the extent permitted by applicable law, we reserve the right (but do not assume any obligation) to monitor access to and use of any of our Technology Services and Company Systems for compliance with the terms of this Acceptable Use Policy as well as the terms and conditions of all other policies and procedures applicable to the use of our Technology Services and Company Systems.

Security

It is User’s responsibility to maintain the security of the internet, hardware, software and other systems used to connect to our Technology Services and Company Systems (as applicable). It is also your responsibility to protect any username(s) and password(s) and to notify us should you suspect any unauthorized access of your username(s) and/or password(s) by another.

Consequences of Breach

Failure to comply with the terms of this Acceptable Use Policy (and other policies as applicable, including but not limited to our [Conditions of Use](#) and [Privacy Policy](#)) constitutes a breach of this Acceptable Use Policy which may result in User being responsible for any and all damages sustained by MLC as a result of your breach. Additionally, and without providing an exhaustive list, we may: (a) issue a warning to the User; (b) suspend or terminate access to all or part of the Technology Services or Company Systems; (c) initiate appropriate proceedings against you; (d) take any and all other legal or non-legal action against you; or (e) disclose information about you and your access to and use of our Technology Systems and Company Services to law enforcement or regulatory authorities as we consider necessary or appropriate. If User is an employee of MLC, then we may also take other appropriate disciplinary or remedial measures, including but not limited to immediate termination of employment. MLC is an “at will” employer. These remedies are not exhaustive or exclusive. We may take any other action we deem appropriate.

No Waiver

The failure of MLC to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. User agrees that if any portion of this Acceptable Use Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Reporting Violations

Violations of this Acceptable Use Policy (or any other company policy) may be reported to: info@mountainlandcollections.com.