

CONDITIONS OF USE

PLEASE READ THESE CONDITIONS OF USE (THE "AGREEMENT") CAREFULLY. BY USING AND/OR BROWSING THE WEBSITE LOCATED AT www.mlcpayments.com, OR ANY OTHER WEBSITE(S), LINK(S), MEDIA FORM(S), MEDIA CHANNEL(S), COMMUNICATION CHANNEL(S), PORTAL(S), MOBILE WEBSITE(S), OR MOBILE APPLICATION(S) WE MAY OFFER OR UTILIZE (ALL OF WHICH, TOGETHER WITH THE www.mlcpayments.com WEBSITE, ARE COLLECTIVELY REFERRED TO AS "TECHNOLOGY SERVICES"), YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE THEN PLEASE IMMEDIATELY EXIT ANY WEBSITE OR OTHER TECHNOLOGY SERVICES AS APPLICABLE.

Legally Binding Agreement

This Agreement constitutes a legally binding agreement made between you and us. Throughout this Agreement the terms "you" or "your" refer to the individual accessing, using and/or browsing any of our Technology Services and anyone else to whom you grant access. If you are accessing, using and/or browsing any of our Technology Services on behalf of a third-party who has requested or granted to you permission to do so on their behalf, then the terms "you" and "your" not only refer to you, but also to that third-party. 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. Our corporate offices are located at 852 East 1050 South, American Fork, Utah 84003.

Identification Of Businesses And Business Activities

We are engaged in the business of debt collection. As such, you understand and agree that any information obtained via any manner (including but not limited through our Technology Services) will be used for that purpose.

Privacy and Acceptable Use

Please review our [Privacy Notice](#) and [Acceptable Use Policy](#), both of which also govern your accessing, using, and/or browsing of our Technology Services. Our [Privacy Notice](#) and [Acceptable Use Policy](#) are incorporated herein by this reference.

Your Authority

You expressly represent and warrant that you are legally and lawfully accessing and/or using our Technology Services on your own behalf and not on behalf of any third-party; OR if you are accessing and/or using our Technology Services on behalf of a third-party you expressly represent and warrant that you are doing so: (a) with the express knowledge and/or authorization of that third-party and (b) as specifically and properly allowed for by law. If your access and/or use of our Technology Services is not authorized as specifically set forth above, you should immediately exit and discontinue any use of any of our Technology Services. If you proceed in violation of the terms of this section entitled "Your Authority," then you agree to, at your cost and with counsel suitable to MLC, defend, indemnify and hold MLC harmless from any and all claim(s) and damage(s) which MLC may incur or be asked to pay (with or without

litigation) which arise from or are related to any unauthorized or improper access and/or use of our Technology Services, including but not limited to claims for violation of privacy, attorneys' fees, etc.

Permission to Communicate Electronically

When you use any of our Technology Services, or send e-mails, text messages, or other such electronic-type communications to us, we consider you to be electronically communicating with us using a means of Electronic Communications. By communicating with us via any method of Electronic Communications, you are authorizing us to likewise communicate with you via the method of Electronic Communication(s) you used to communicate with us. For example, if you send us an email, then we will consider that as constituting your consent for us to communicate with you via email.

For purposes of this Agreement, the term "Electronic Communications" includes but is not limited to communications sent to us (or from us) via any electronic medium including but not limited to email, text/SMS/MMS/two-way texting, chat, voice mail, through the use of any of our Technology Services, or through any other similar type of electronic method as now exists or as may exist in the future as technology advances.

E-Mail Specific Consent

In addition to the section entitled "Permission to Communicate Electronically," if any law is interpreted to mean (or hereafter enacted to require) that we must first obtain your prior express consent before communicating with you via e-mail, then in addition to and without limiting the section entitled "Permission to Communicate Electronically," by first communicating with us via email, or by clicking/leaving clicked a button pertaining to email communications, or by otherwise expressly stating that we may communicate with you via email, (which you can do in a variety of methods including but not limited to verbally, via email, via text/SMS message, in a letter, etc.), you are granting us any necessary express consent to communicate with you via e-mail at any e-mail address(es) you use to communicate with us or that are given to us by you or by anyone acting on your behalf.

You understand and agree that this E-Mail Specific Consent applies to any account(s) placed with our office at the time of having obtained your E-Mail Specific Consent, as well as all future account(s) that may be placed with our office, and will remain in place until you withdraw/revoke your E-Mail Specific Consent.

Subject to your user-stated-communication preferences, you understand and agree that this E-Mail Specific Consent does not impact any of other method(s) of communication you have authorized us to use, or any communication method(s) (including via e-mail, text/SMS messaging and any other Electronic Communications) we may properly use without the need of first obtaining your express consent.

We may obtain your E-Mail Specific Consent independently, or in conjunction with obtaining other communication consent(s).

It is your responsibility to keep us informed of your current email address.

You may revoke your E-Mail Specific Consent (or any other consent you may have granted) at any time. To withdraw/revoke your consent you may do so in a variety of ways including calling us, updating your user preferences at www.mlcpayments.com, by sending us an email to info@mountainlandcollections.com, or by sending us a letter. Please keep in mind that a withdrawal/revocation of your E-Mail Specific Consent will not automatically withdraw/revoke any other previously provided consent unless also specifically referenced. For example, if you revoke your E-Mail Specific Consent but not your Texting/SMS Messaging Specific Consent (see below), we may nevertheless continue to contact you via text or any other method(s) of contact for which your consent has not been specifically withdrawn/revoked.

Texting/SMS Messaging Specific Consent

In addition to the section entitled "Permission to Communicate Electronically," by first communicating with us via text/SMS Message (which for purposes of this section shall also include communicating via any similar technology such as web-chat, MMS messages, etc.), or by clicking/leaving clicked a button pertaining to text/SMS communications, or by otherwise expressly stating that we may communicate with you via text/SMS message, etc. (which you can do in a variety of methods including but not limited to verbally, via email, via text/SMS message, in a letter, etc.), you are granting us any necessary express consent to communicate with you via text/SMS Messages (which for purposes of this section shall also include communicating via any similar technology such as web-chat, MMS messages, etc.), at any cellular/wireless number(s) utilized and/or provided by you or anyone acting on your behalf. You acknowledge and accept that some text/SMS messages (which for purposes of this section shall also include communicating via any similar technology such as webchat, MMS messages, etc.) may be generated and/or sent using an automatic telephone dialing system (ATDS) or similar technology.

You understand and agree that this Texting/SMS Messaging Specific Consent applies to any account(s) placed with our office at the time of having obtained your Texting/SMS Messaging Specific Consent, as well all future account(s) that may be placed with our office and will remain in place until you withdraw/revoke your Texting/SMS Messaging Specific Consent.

Subject to your user-stated-communication preferences, you understand and agree that this Texting/SMS Messaging Specific Consent does not impact any other method(s) of communication you have authorized us to use (including Electronic Communications, E-Mail Specific Consent, or TCPA Specific Consent), or any communication method(s) (including via e-mail, text/SMS messaging and any other Electronic Communications) we may properly use without the need of first obtaining your express consent.

We may obtain your Texting/SMS Messaging Specific Consent alone, or in conjunction with obtaining other communication consent(s).

It is your responsibility to keep us informed of your current mobile/cellular telephone number(s).

You may revoke your Texting/SMS Messaging Specific Consent (or any other consent you may have granted) at any time. To withdraw/revoke your consent you may do so in a variety of ways including calling us, updating your user preferences at www.mlcpayments.com, by sending us an email to info@mountainlandcollections.com, or by sending us a letter. Please keep in mind that a withdrawal/revocation of your Texting/SMS Messaging Specific Consent will not automatically withdraw/revoke any other previously provided consent unless also specifically referenced. For example, if you revoke your Texting/SMS Messaging Specific Consent but not your E-Mail Specific Consent, we may nevertheless continue to contact you via email or any other method(s) of contact for which your consent has not been withdrawn/revoked.

You acknowledge and accept that message and data rates may apply to texting/SMS messaging messages.

TCPA Specific Consent

In addition to the section entitled "Permission to Communicate Electronically," by granting us express consent (which may be given in a variety of ways including but not limited to verbally, in writing, by responding to an email or text, or by clicking/leaving clicked a button pertaining to cell phone communications, etc.) you authorize us to manually dial or use automated telephone dialing system(s) (ATDS) and similar technology to dial the telephone number(s) which you or anyone acting on your behalf provide to us (including but not limited to wireless/cell phone numbers) 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, etc.) to such number(s). You also acknowledge and accept that message and data rates may apply to some or all of these means of Electronic Communications.

You understand and agree that we may obtain your TCPA Specific Consent independently or in combination with obtaining other communication consent(s), and further agree that this TCPA Specific Consent will apply to any communications regarding any account(s) placed with our office at the time of you providing your consent as well as to any and all communications regarding any future account(s) that may be placed with our office. In other words, your TCPA Consent applies to us now and in the future and will remain in effect unless or until revoked/modified by you.

You may certainly revoke/modify your TCPA Specific Consent (or any other consent you have granted) at any time. You may do so verbally (with one of our agents), via the website at www.mlcpayments.com, by email (which should be sent to

info@mountainlandcollections.com), by letter, or by calling us at 801-492-0136 or toll free 800-230-5931.

Subject to your other communication preferences, you providing (or not providing) us your TCPA Specific Consent does not impact any other method(s) of communication you have authorized us to use, or any communication method(s) (including via wireless/cellular phone and any other Electronic Communications) we may properly use without the need of first obtaining your prior TCPA Specific Consent.

E-SIGN Consent (a.k.a. “Going Paperless”)

In addition to the terms outlined in the section entitled “Permission to Communicate Electronically,” you may also separately opt into “going paperless.” When you consent to going paperless (which you may accomplish in a variety of ways including but not limited to verbally, in writing, by responding to an email or text, or by clicking/leaving clicked a button or typing “Y” or “Yes” in boxes pertaining to E-SIGN Consent and/or “Going Paperless”) you are agreeing to allow us to provide you with electronic versions of important information and documents that the law would otherwise require us to deliver to you “in writing.” You also agree to all of the following terms and conditions which are specific to this E-SIGN Consent/Going Paperless section:

Scope of E-SIGN Consent

When granted, your E-SIGN Consent will apply to all types of communications, notices, and documents (collectively “Documents”) from us regarding any account(s) placed with our office at the time of you providing your E-SIGN Consent as well as to any and all types of Documents that may apply to any future account(s) that may be placed with our office. In other words, we may rely on your E-SIGN Consent for any current and future dealings regarding any account(s) involving you until you revoke or modify your E-SIGN Consent. Without trying to provide an exhaustive list of the types of Documents we may electronically send you, they could include such things as: initial validation notices, responses to requests for validation/verification, responses to information about the identity of the original creditor(s), responses to other disputes (including credit disputes), notices of upcoming payments/debits/charges, legal documents and pleadings (including service of a Summons & Complaint), etc. You agree that your E-SIGN Consent shall be liberally construed to apply to any and all documents which the law would otherwise require be delivered to you “in writing.”

Delivery of Documents

Documents delivered to you pursuant to your E-Sign Consent may be delivered via email or via text (to which message and data rates may apply) or by similar technology as technology continues to evolve. In each case, the subject and content of the Documents may either be displayed in the email or text itself, or (more likely) it will be delivered as an attachment (such as a .pdf document in the case of email) or as a clickable link (in the case of a text). You are strongly encouraged to save or print any Documents electronically delivered to you.

Requesting Paper Copies

To request a paper copy of any Documents delivered to you electronically, contact us at 801-492-0136 or toll free 800-230-5931 or email us at info@mountainlandcollections.com.

System Requirements

By granting your E-SIGN Consent, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic Documents. For purposes of this section entitled “E-SIGN Consent (a.k.a. ‘Going Paperless’),” the term “Access Device” means any electronic device used to access any information about your account(s) and view electronic Documents. This includes but is not limited to a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or a smartphone.

To access your electronic Documents on a mobile device you will need:

- A mobile device with any of the following operating systems: Android or iOS.
- A data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari).
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

To access your electronic Documents on a traditional computer you will need:

- A computer with any of the following operating systems: Windows XP or higher, OS X (Apple Macintosh), or higher.
- An internet connection and an up-to-date internet browser that is compatible with and supported by your operating system (e.g., Internet Explorer, Firefox, Google Chrome, or Safari).
- Software that accurately reads and displays .pdf files (such as Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic Documents.

Maintaining a Valid Email Address and Mobile/Wireless Number

It is important that you keep us informed of the email address(es) and/or cellular/mobile phone number(s) to which we can send your electronic Documents. It is your responsibility to keep us updated on any changes to any of your contact information. We will continue to utilize the email address(es) and/or cellular/mobile phone number(s) provided unless and until you have provided us updated information (which you can do in a variety of ways including calling us, updating your user preferences on our portal at www.mlcpayments.com, or by sending us a letter), or until you revoke your E-SIGN Consent.

Withdrawing/Revoking Your E-SIGN Consent

You may withdraw/revoke your E-SIGN Consent at any time. To withdraw/revoke your consent you may do so in a variety of ways including calling us, updating your user preferences on our portal at www.mlcpayments.com, or by sending us a letter. If you withdraw your E-Sign

Consent, you may still receive emails and/or text messages from us (unless you have also revoked and/or modified those specific consents); but you will no longer receive electronic copies of Documents that must otherwise be delivered to you “in writing.”

Multiple Access Devices

Your acceptance of the terms of this “E-SIGN Consent (a.k.a. ‘Going Paperless’)” section on one Access Device constitutes your acceptance on all Access Devices you (or anyone acting on your behalf) use. For example, if you view and accept the terms of this E-SIGN Consent on a mobile device, the terms will apply to electronic Documents accessed on a traditional computer (and vice versa). Additionally, by viewing and accepting these terms on any Access Device, you are reasonably demonstrating your ability to access and view electronic Documents on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view the electronic Documents on subsequent Access Devices.

Double Confirmation

As an added measure of protection, we may (but are not obligated to) request that you affirmatively respond on your Access Device in a way that doubly confirms your E-SIGN Consent and your ability to access and view electronic Documents.

Privacy/Encryption/HIPAA Release

Because texts, e-mail, and other forms of Electronic Communications are subject to such activities as hacking, interception, and unintended viewing and/or dissemination (to name just a few), we encourage you to use discretion when communicating with us via any electronic means. Similarly, while e-mail and other forms of Electronic Communications from us may be encrypted, you understand and agree that we cannot guarantee your privacy, nor can we guarantee that Electronic Communications from us will be safe from such nefarious activities. 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 Communications 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 e-mail, text or message is from), what the e-mail, 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 Communications, including but not limited to claims under the Health Insurance Portability and Accountability Act.

Communication Preferences/STOP Replies/Withdrawal of Consent

If at any time you desire to change/revise your communication preferences, including your Electronic Communications preferences, there are a variety of ways to do so. For example, you can call, e-mail, or write to us to let us know which method(s) of communication (including Electronic Communications) you prefer. You can also visit the website at www.mlcpayments.com, to modify/update your communication preferences. Unless you expressly make known that you do not want to be contacted by us at all (in which case we will only contact you as allowed by law) any revocation/modification of any specific communication preference (including Electronic Communications preferences) will not apply to any other method(s) of communication (including Electronic Communications) not specifically revoked/modified. You understand and acknowledge that any change/modification/revocation is not retroactive and that any change/modification/revocation will become effective only after we have had a reasonable time to process your request.

Third Party Sites

Some of our Technology Services may include links to, or information about third-party websites, services, or products or integrate with the services of third-party service providers (collectively "Third Party Services"). You acknowledge and agree that we are not responsible for and cannot be held responsible for the content of any Third-Party Services, including their accuracy, completeness, timeliness, validity, legal compliance, or any other aspect thereof. MLC does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Any access to and/or use of any Third-Party Services by you is at your own risk and is subject to such third-parties' terms and conditions.

Dispute Resolution--Arbitration

EXCEPT AS EXPRESSLY PROVIDED BELOW AND IN THE SECTION ENTITLED "ARBITRATION PROCESS," WE EACH AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF ANY OF OUR TECHNOLOGY SERVICES OR ANY OTHER INTERACTION(S) WITH US, WILL, AT THE ELECTION OF EITHER OF US, BE RESOLVED BY ARBITRATION, INCLUDING ANY DISPUTE ABOUT ARBITRABILITY, SUCH AS SCOPE AND ENFORCEABILITY. THE FOREGOING PROVISION DEALING WITH ARBITRATION SHALL NOT APPLY TO ANY ACTION(S) BY US TO RECOVER AMOUNTS WHICH WE ALLEGE TO BE OWING.

Arbitration Process

Any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association, as modified herein, to the extent such modifications are not prohibited by the Arbitration Rules. The arbitration will be conducted in Salt Lake City, Utah or, upon the mutual consent of all involved, via zoom or other such similar technology. The Parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules. The arbitrator will be a practicing attorney with significant experience in litigation and/or presiding over cases involving

the substantive legal areas involved in the dispute. The parties to the arbitration will not request, and the arbitrator will not order, that any discovery be taken or provided, including depositions, interrogatories or document requests, except to the extent the amount in controversy exceeds \$50,000. The arbitration will be concluded within three months of the date the arbitrator is appointed. The arbitrator's findings, reasoning, decision, and award will be stated in writing and based upon applicable law. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction or contains a monetary award in excess of \$100,000, the award will be reviewable on appeal initiated by filing notice of appeal with the AAA office within 30 days of the award, governed by the AAA Optional Appellate Arbitration Rules and conducted by a panel of three new arbitrators, ruling by majority, under the procedure for appointment from the national roster of arbitrators. Unless the applicable Arbitration Rules require otherwise, arbitration fees and costs will be shared equally by the claimant(s) and respondent(s), respectively, in any arbitration proceeding. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties will agree on a substitute organization, such as JAMS, that will enforce the arbitration provisions as written. Because these Conditions of Use contemplate a transaction or transactions in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at: www.adr.org.

The following matters will not be subject to arbitration but will instead be adjudicated in the state or Federal courts of the State of Utah or such other court in which jurisdiction and venue are proper: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws or to enforce intellectual property rights; (b) a suit by us against you for collection of any amounts assigned to us by a third-party for collection; (c) a suit by us against you for collection of any amounts you have agreed to pay to us; (d) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in that court in lieu of arbitration.

Opting Out of Arbitration

YOU MAY OPT OUT OF THE FOREGOING ARBITRATION PROVISIONS BY SENDING EXPRESS WRITTEN NOTICE TO MLC (VIA CERTIFIED US MAIL OR RECOGNIZED COURIER SERVICE) ELECTING TO OPT OUT OF ARBITRATION PROVISIONS, WITHIN 30 DAYS OF YOUR FIRST ACCESS AND/OR USE OF ANY OF OUR TECHNOLOGY SERVICES, to: MLC, P.O. Box 1280, American Fork, Utah 84003. You will continue to be bound by any other arbitration provision(s) from which you did not opt out.

Class Action Waiver

TOGETHER WITH US, YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR

REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. YOU AND US EACH AGREE THAT NEITHER YOU NOR US WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER YOU OR US PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATION OR PROCEEDINGS. IF EITHER YOU OR US IS EVER PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, YOU AND US EACH AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THESE CONDITIONS OF USE); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

Waiver of Jury Trial

TOGETHER WITH US, YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL FOR CLAIMS NOT SUBJECT TO ARBITRATION, WHICH WILL BE ADJUDICATED BY A JUDGE ONLY.

Disclaimer of Warranties and Limitation of Liability

OUR TECHNOLOGY SERVICES, AND ALL INFORMATION, CONTENT, MATERIALS, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH OUR TECHNOLOGY SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE STATED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE TECHNOLOGY SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH OUR TECHNOLOGY SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR TECHNOLOGY SERVICES IS AT YOUR SOLE RISK AND "AS IS."

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT OUR TECHNOLOGY SERVICES, INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE TECHNOLOGY SERVICES (INCLUDING BUT NOT LIMITED TO E-MAILS, VOICE MAILS, AND TEXTING/SMS/MMS SERVICES) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, MLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OUR TECHNOLOGY SERVICES, OR FROM ANY INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY OF OUR TECHNOLOGY SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

Settlement Offers

You acknowledge that if a settlement offer is extended to you, we are not obligated to renew any such settlement offer.

Ongoing Interest/Fees—Displayed Amounts and Payment Plans

Throughout our Technology Services (including the website www.mlcpayments.com), you will encounter phrases such as “Current Balance” or “Balance Due.” You acknowledge and accept that the amounts displayed are current as of the date upon which they are displayed, and that your account(s) may be subject to such things as ongoing interest and fees as allowed by law. This also applies to Payment Plans explored and/or offered through our Technology Services. In the event you propose a Payment Plan that is accepted through the website www.mlcpayments.com, the system will calculate your Payment Plan using the “Current Balance” or “Balance Due” which will not include any ongoing interest or other fees that may apply to your account as of the date of your last payment under the Payment Plan. As such, if you enter into a Payment Plan via the www.mlcpayments.com website, at the end/conclusion of that Payment Plan there may be additional amounts (such as accrued interest and/or other fees as allowed for by law) for which you may remain responsible. If you wish to explore a written payment plan that inherently includes any and all such possible additional amounts, we invite you to contact us at 801-492-0136 or toll free at 800-230-5931.

Applicable Law; Attorneys’ Fees

You agree that applicable federal law, and the laws of the state of Utah, without regard to principles of conflict of laws, will govern these Conditions of Use, your use of our Technology Services, any claims and disputes between you and us (including those adjudicated in arbitration or in court), as well as any other interactions between you and us (or us with you) via any channel or medium. Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties (including in arbitration) may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys’ fees.

Severance Clause

If any provision of these Conditions of Use is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed severed and shall not affect the validity and enforceability of any remaining condition.

What Happens If These Conditions of Use Change?

We regularly review these Conditions of Use and may change, modify, add, or remove portions as needed. When we do, we will revise the “last revised” date shown on each page of these Conditions of Use. We encourage you to periodically review these Conditions of Use and to stay informed about how the terms and conditions apply to you and your access to and/or use of or participation in any of our Technology Services. Your continued access to and/or use of any of our Technology Services, including but not limited to any website(s) and/or link(s) which

we own and maintain, constitutes your agreement to these Condition of Use and any update(s) to it.

ACCESSING AND/OR BROWSING THE WEBSITE LOCATED AT www.mlcpayments.com AND/OR ACCESSING OR USING ANY OF OUR OTHER TECHNOLOGY SERVICES CONSTITUTES ACCEPTANCE OF THESE CONDITIONS OF USE (WHICH BY REFERENCE ALSO INCLUDES OUR [PRIVACY NOTICE](#) and [ACCEPTABLE USE POLICY](#)). IN SO DOING YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE CONDITIONS OF USE, THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS ARE FAIR AND REASONABLE, AND THAT YOU AGREE TO FOLLOW AND BE BOUND BY THEM VOLUNTARILY AND NOT AS THE RESULT OF ANY DURESS, COERCION, FRAUD OR UNDUE INFLUENCE.

IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION YOU SHOULD IMMEDIATELY EXIT.