

# TERMS AND CONDITIONS

## Terms of Use:

Debt Collection Partners, LLC Debtor Weblink Terms of Use

## ACCEPTANCE OF TERMS.

The services that Debt Collection Partners, LLC, (DCP) provides to you are subject to the following terms of use. DCP reserves the right to update the terms of use at any time without notice to you.

**WARNING!** This resource is provided for authorized users only. Any unauthorized access, use or publication of this content is strictly prohibited.

By accepting these terms, you acknowledge awareness that DCP is a third party debt collection agency. This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

In order to contact you more efficiently, we may, at times, contact you using autodialed or prerecorded message calls or text messages at the telephone number(s) you have provided us or we have received from your creditor, which you have expressly provided to them. We may place such calls or texts to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, or (iii) collect a debt owed to us. You agree that we and our service providers may contact you using an autodialer or prerecorded message calls and text messages to carry out the purposes we have identified above. Standard telephone minute and text charges may apply.

You may choose to revoke your consent by contacting customer support at 1-888-897-9181 and informing us of your preferences. In the event you change your phone number, it is your responsibility to notify our office of the change of phone number.

## DESCRIPTION OF SERVICES.

DCP provides you with access to your collection balance and provides several payment options. The services, including any updates, and/or addition of new accounts, are subject to the terms of use.

This website has been prepared and is maintained solely for the purpose of providing information about DCP and the payment options offered by the company. DCP reserves the right to add, modify, or delete any information on this website at any time, with or without notice.

Your privacy is important to us. You agree that when using <http://DCPWV.com>, you will not:

Use the demographic information in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicated or unsolicited messages (commercial or otherwise).

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information pertaining to DCP.

Falsify any information.

Harvest or otherwise collect information about others.

Share your username or password with another site user.

Create a false identity for the purpose of misleading others.

If you forget your login or password, we can help. Please contact our office at 888-897-9181 or (304)-413-4327 between the hours of 8am and 5pm Monday – Friday. You are entirely responsible for maintaining the confidentiality of your password and account.

Furthermore, you are entirely responsible for any and all activities that occur under your account. If you select an external link on our Website: You understand that you are leaving DCPs' website and are going to a website that is not operated by DCP. We are not responsible for the content or availability of linked sites.

You agree to notify DCP. immediately of any unauthorized use of your account or any other breach of security.

DCP will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

You may not use anyone else's account at any time, with or without the permission of the account holder.

This site is not intended to provide legal advice or serve as a substitute for legal advice.

By agreeing to the terms of use and checking -- I agree, you indicate that you have read and understand these Terms and Conditions, and that you agree to them and intend to be legally bound by them. If you do not agree to these Terms and Conditions, you are not granted permission to use this website and must exit immediately.

## **Privacy Policy**

Effective date: November 20, 2018

Debt Collection Partners, LLC ("us", "we", or "our") operates the <https://dcpwv.youraccountadvantage.com> website (hereinafter referred to as the "Service").

This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <https://dcpwv.youraccountadvantage.com>

### Definitions

#### Service

Service is the <https://dcpwv.youraccountadvantage.com> website operated by Debt Collection Partners, LLC

#### Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

#### Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

#### Cookies

Cookies are small files stored on your device (computer or mobile device).

#### Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

#### Types of Data Collected

##### Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- First name and last name

- Phone number
- Address, State, Province, ZIP/Postal code, City

### **Cookies and Usage Data**

#### Usage Data

We may also collect information on how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

#### Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyse our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

#### Use of Data

Debt Collection Partners, LLC uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues

### **Transfer of Data**

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Debt Collection Partners, LLC will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

#### Disclosure of Data

##### Disclosure for Law Enforcement

Under certain circumstances, Debt Collection Partners, LLC may be required to disclose your

Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

### **Legal Requirements**

Debt Collection Partners, LLC may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Debt Collection Partners, LLC
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

### **Security of Data**

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Our Policy on "Do Not Track" Signals under the California Online Protection Act (CalOPPA)

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

### **Service Providers**

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

### **Payments**

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

### **PayScout**

Their Privacy Policy can be viewed at <http://payscout.com/privacy/>

### **Links to Other Sites**

Our Service may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### **Children's Privacy**

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data,

please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

### **Agreement to receive text messages**

By providing your mobile number, you agree that **Debt Collection Partners LLC** may send you periodic SMS or MMS messages containing but not limited to important information updates, account alerts, etc.

- Message frequency may vary.
- You may unsubscribe at any time by texting the word STOP to the number you received the text message from. You may receive a subsequent message confirming your opt-out request.
- For help, contact the number you received the text message from.
- Message and data rates may apply.
- United States participating carriers include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile, and others.
- T-Mobile is not liable for delayed or undelivered messages.
- You agree to notify us of any changes to your mobile number and update your account with us to reflect this change.
- Data obtained from you in connection with this SMS service may include your cell phone number, your carrier's name, and the date, time, and content of your messages, as well as other information that you provide. We may use this information to contact you and to provide the services you request from us.
- By subscribing or otherwise using the service, you acknowledge and agree that we will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt in data and consent; this information will not be shared with any third parties.

If you have any questions please contact **Debt Collection Partners LLC** at the number you received the text message from or contact **Debt Collection Partners LLC**.

### **Will I be charged for the text messages I receive?**

Though **Debt Collection Partners LLC** will never charge you for the text messages you receive, depending on your phone plan, you may see some charges from your mobile provider. Please reach out to your wireless provider if you have questions about your text or data plan.

### **Changes to This Privacy Policy**

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy

Policy are effective when they are posted on this page.

#### Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: [info@dcpwv.com](mailto:info@dcpwv.com)
- By visiting this page on our website: <https://dcpwv.youraccountadvantage.com>
- By mail: 827 Fairmount Road, Suite 207, Westover, WV 26501