

## **Privacy Policy**

We take our ethical responsibilities and your privacy seriously. We have a strong commitment to providing excellent service to all our clients and visitors of this Web Site, including respecting your concerns about privacy. This Privacy Policy discloses how we collect, protect, use and share information gathered about you on our website. If you use this site, you explicitly agree to the terms and conditions of the Privacy Policy in effect at the time of your use. We hope that this disclosure will help increase your confidence in our website and enhance your experience on the Internet. Therefore, in compliance with industry standards and applicable regulations, we abide by the following privacy policy.

### **BROWSING**

This website does not collect personally identifiable information from your computer when you browse this website and request pages from our systems. This means that, unless you voluntarily and knowingly provide us with personally identifiable information, we will not know your name, your email address, or any other personally identifiable information. When you request a page from any of our Services, our systems log a variety of data. We may use IP addresses, service providers, cookies, analytics tools, device types, browser types, screen sizes, referral links, geographic information, access times and other data to analyze trends, administer the site, provide content, improve site performance and gather demographic information for use.

### **INFORMATION WE COLLECT AND ITS USES**

We collect your personal information if you decide to purchase one of our products or retain our services. We need to collect personally identifiable information from you to execute the requested transaction, provide you with a particular service, and/or to further enhance your account. At anytime, we may ask you to voluntarily supply us with additional information needed. We will ask you for information such as, but not limited to: name, current and/or billing address, your e-mail address, telephone number and, if you purchase one of our products or services, your Social Security number and certain other personal information, such as your date of birth, address, employment information, and certain credit card and loan account information. We may use your email address to send a confirmation and, if necessary, we might use the other information to contact you for help in processing.

In addition, when you provide contact details for transaction requests such as scheduling an appointment or requesting a proposal, we will use the contact information to keep you updated about future offers or promotions unless you

opt-out online or otherwise notify us. We may also use the information we collect about you in order to, but not limited to:

Learn more about your interest in the products or services we offer and provide you with information; Enroll clients who desire our services; open client files and establish their account; Provide client service; Learn how to improve our products or services;

Provide opportunities for our affiliates and other companies to inform you about the products or services they offer that may interest you; and to share aggregated statistical data with our business partners or for public relations. For example, we may disclose that a specific percentage of our users are between the ages of 25 and 35. Aside from the ways mentioned above, we may use your personally identifiable information in many other ways, including sending you promotional materials, and sharing your information with third parties so that these third parties can send you promotional materials. (By “promotional materials,” we mean communications that directly promote the use of Web sites, or the purchase of products or services). However, you may “opt-out” of certain uses of your personal information.

## **DISCLOSURE OF INFORMATION TO THIRD PARTIES**

We may disclose a consumer’s personally identifiable information in order to effect or carry out any transaction that you have requested of us or as necessary to complete our contractual obligations with you. WE RESERVE THE RIGHT TO SELL, RENT OR TRANSFER YOUR PERSONAL INFORMATION TO THIRD PARTIES FOR ANY PURPOSE IN OUR SOLE DISCRETION. We prohibit the sale or transfer of personal information to non-affiliated entities for their use without giving you the opportunity to opt-out (See Opt-Out below). We may share your personally identifiable information with affiliated companies that are directly or indirectly controlled by, or under common control of American Debt Relief. We may send personally identifiable information about you to non-affiliated companies that are not directly or indirectly controlled by, or under common control of, American Debt Relief. The personal information collected on this site and by third parties will be used to operate the site and to provide the services or products or carry out the transactions you have requested or authorized. We may change or broaden the use of your personal information at any time. We may use your personal information to provide promotional offers to individuals by means of email advertising, telephone marketing, direct mail marketing, banner advertising, and other possible uses.

## **CHOICE/OPT-OUT**

We provide you the opportunity to ‘opt-out’ of having your personally identifiable information used for certain purposes, when we ask for this information. For example, if you purchase a product/service but do not wish to receive any additional marketing material from us, you can indicate your preference to a client service representative.

If you no longer wish to receive promotional communications, you may opt-out of receiving them by following the instructions included in each communication or by emailing or calling us per the information contained on our contact page. You may also go to: [www.mail-opt-out.org](http://www.mail-opt-out.org).

If you do not wish to have your personal information collected by any third party that is not our agent/service provider, please contact our client service department to actively opt-out of having your personal information shared. This opt-out provision is limited to any use of your personal information other than the management of your American Debt Relief account. This election has no bearing on your account status with American Debt Relief. Any change in your account status must be made in accordance with the provisions contained in your enrollment documents. To opt-out, email our client service department with “opt-out” and your client ID number in the subject line of your message.

### **American Debt Relief, LLC SERVICE PROVIDERS**

We may use other third parties to provide certain clerical and information processing and shipping services on our site. When you sign up for our services, we will share only as much information as is necessary for the provision of those services. These third parties are prohibited from using your personally identifiable information for any other purpose.

### **SECURING THE TRANSMISSION AND STORAGE OF INFORMATION**

The security of your personal information is extremely important to us. We employ generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. Our site uses SSL (Secure Sockets Layer) security technology to encrypt information you provide to us through the site when entering sensitive information (such as credit card number and/or social security number) on our registration or order forms. This ensures that your information is encrypted as it travels over the Internet. SSL is an industry-standard protocol for encryption over the internet. After information reaches American Debt Relief, it is stored on a secure server that resides behind firewalls designed to block unauthorized access from outside of American Debt Relief. You can help to maintain the security of your online transactions by not sharing your personal information or password with anyone.

Remember, no method of transmission over the Internet, or method of electronic storage, is 100% secure (example: any information you provide us by email is not encrypted). Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. If you have any questions about the security on our website, please feel free to e-mail us.

## **LOG FILES**

As is true of most Web sites, we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and click stream data.

We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole. We do not link this automatically-collected data to personally identifiable information.

## **COOKIES**

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies with our Services.

Some of our business partners (e.g., advertisers, analytics packages) use cookies and similar technologies on our Services.

This privacy statement covers the use of our cookies only and does not cover the use of cookies by any advertisers.

## **CLEAR GIFS (WEB BEACONS/WEB BUGS)**

We employ a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), that help us better manage content on our site by informing us what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence. We do not tie the information gathered by clear gifs to our clients' personally identifiable information.

We use clear gifs in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns. If you would like to opt-out of these emails, please see "Choice/Opt-out."

## **LINKS TO OTHER SITES**

This Web site may contain links to other sites such as our affiliates as well as third parties which are not owned or controlled by us. Please be aware that this privacy policy only addresses our company's use and disclosure of your information collected on this site.

While we try to link only to sites that share our standards and respect for privacy, we are not responsible for the privacy practices of such other sites. We encourage you to be aware when you leave our site and to read the applicable privacy policies and terms of conditions of each and every Web site that collects personally identifiable information.

This privacy statement applies only to information collected by this Service.

## **CO-BRANDED SITES**

We may be co-branded with "partners and affiliates". These business to business relationships are helpful to us and to you as they afford all concerned with greater product and service opportunities.

We always provide opt-out opportunities regarding the sharing of your information with such partners and affiliates. Please note the sites linked to our site are governed by their own privacy policies which may or may not reach the standards set by our company.

## **ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION**

If your personally identifiable information changes, or if you no longer desire our products or services, you may correct, update, delete or deactivate same by emailing our Client Support by contacting us by telephone or postal mail at the contact information listed below.

## **CLIENT SERVICE**

If you send us correspondence, including e-mails, voice mails, forms, chat sessions and faxes, we may retain such information in your client file. Information you give us over the telephone may be noted for your file. We may also keep copies of any correspondence sent to you. We retain these records in order to provide the products and services you have requested and to measure and improve our client

service. We may, over time, delete these records as permitted by law. Phone calls may be recorded or monitored for client satisfaction or training purposes.

Based upon the personally identifiable information you provide, we may communicate with you to provide the services you request, and to manage your account. We may communicate via email or telephone, in accordance with your wishes.

## **LEGAL DISCLAIMERS**

We reserve the right to disclose your personally identifiable information, as required, to comply with the law, applicable regulations, governmental and quasi-governmental requests, judicial proceedings, court orders or subpoenas, to enforce our Legal Notices or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.).

## **SUPPLEMENTATION OF INFORMATION**

In order to provide certain services to you, we may on occasion supplement the personal information you submitted to us with information from third party sources.

## **BUSINESS TRANSITIONS**

In the event our company goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be among the assets transferred. You will be notified via e-mail and/or a prominent notice on our Web site for 30 days of any such change in ownership or control of your personal information.

## **CHANGES TO THIS PRIVACY STATEMENT**

We reserve the right to modify this privacy statement at any time. We will not jeopardize your privacy. The provisions contained in this privacy statement supersede all previous notices or policies regarding our privacy practices with respect to this site. Any and all changes will be made here, to this privacy statement.

We encourage you to check our site frequently to see the current privacy statement to be informed of how we are committed to protecting your information and providing you with improved content on our website in order to enhance your online experience. Upon any material changes to the policy statement, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

## **CONTACT US**

If you have any questions, comments, complaints or suggestions regarding our privacy policy or our website, please contact us at:  
American Debt Relief, LLC

## **Terms of Service**

American Debt Relief may provide the “User” with access to its website content, resources, tools for communication, public forums, commerce platforms, and other services (the “Service”). American Debt Relief provides its Service to the User, subject to the following Terms.

American Debt Relief is not responsible for providing you access facilities or equipment (in any form) to its Service. You, the “User” or “You”, also agree that the Service may include advertisements, analytics and sponsorships and that such things are necessary for American Debt Relief to provide the Service. You also agree that American Debt Relief makes no representation or warranty about the suitability, reliability, availability, timeliness, accuracy of the information, products, services and related graphics contained within the Service for any purpose. The Service is provided “as is” without warranty of any kind. American Debt Relief hereby disclaims all warranties and conditions with regard to the Service.

## **THE SERVICE IS SUBJECT TO ANY APPLICABLE RETAINER AGREEMENTS AND DISCLAIMERS.**

## **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE**

The Service is provided to User under the terms and conditions and any amendments thereto and any operating rules or policies that may be published from time to time by American Debt Relief as part of its Terms of Service and related disclosures which are cumulatively included herein by reference. The American Debt Relief Terms of Service comprise the entire agreement between the User and American Debt Relief and supersedes any prior agreements pertaining to the subject matter contained herein. BY CLICKING THE “SUBMIT” BUTTON, YOU ARE AGREEING TO BE BOUND BY THE American Debt Relief Terms of Service, Legal Disclaimer and applicable terms of the Retainer Agreement.

## **MODIFICATION OF THESE TERMS OF USE**

American Debt Relief reserves the right to change any of the terms, conditions, and notices under which the Services are offered. You are responsible for regularly reviewing these terms and conditions, including changes/modifications, if any, incorporated by us from time to time. Your continued use of the Service constitutes your agreement to all such terms, conditions, and notices.

## **MODIFICATION TO THE SERVICE**

American Debt Relief reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part of the Service) with or without notice to the User at any time and from time to time. The User agrees that American Debt Relief shall not be liable to the User or any third party for any modification or discontinuance of the Service.

## **USER CONDUCT**

The Service may include e-mail services, message boards, chat areas, newsgroups, forums, communities and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Tools for Communication"). You agree to use the Tools for Communication only to post, send and receive messages and material that are proper and, when applicable, related to the particular tool for Communication. You also hereby agree that you shall not make use of the Service for any commercial purpose, including reselling and/or co branding/private labeling. As a condition of your use of the Service, you agree to provide: (a) true, accurate, current and complete information about yourself; (b) maintain and promptly update your information to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, American Debt Relief has the right to terminate the User account and refuse any and all current or future use of the Service; and (c) American Debt Relief has the right to use / disclose the aggregate information to third parties in connection with marketing of services, subject to the privacy policy. You also hereby grant American Debt Relief the right to use your information to provide advertising and other service offers. This could also be used to customize the content you see, to fulfill your requests for certain products and services and to contact/inform you through e-mail or otherwise about special offers or new products.

## **USAGE OBLIGATIONS**

As a condition of your use of the Service, you will not use the Service for any illegal purposes. You will be solely responsible for the contents of transmissions made by you through the Service. You agree not to use the Service to: (a)



Obstruct or hinder the use and enjoyment of the Service by other Users; (b) Violate any applicable local, state, national, and international laws and regulations; (c) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (d) Interfere with or disrupt the Service or servers or networks connected to the Service, or defy any requirements, regulations or guidelines of networks connected to the Service; (e) Transmit or otherwise make available any material in connection with surveys, chain letters, junk e-mail, spamming, contests, pyramid schemes, or any duplicative or unsolicited messages (commercial or otherwise); (f) Upload, post, e-mail, transmit or otherwise make available any content that is unlawful, damaging, intimidating, hostile, offensive, harassing, defamatory, improper, obscene, vulgar, invasive of another's privacy, or transmit anything that is ethnically or otherwise objectionable; (g) Upload, post, e-mail, transmit or otherwise make available any content protected by any patent, trademark, copyright or other intellectual proprietary laws unless you own or control the rights thereto or have received all necessary consents to do the same; (h) Upload files that contain viruses, worms, corrupted files or any other similar software or programs designed to disrupt, damage or limit the operation of any computer or telecommunications equipment or property of another; (i) "Stalk" or otherwise harass other users; collect or store personal data about other user;. (j) Advertise, promote or offer to sell or buy any goods or services for any business purpose unless the Service specifically allows such messages or transactions; (k) Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion, use or access of the Service; (l) Violate the Fair Credit Reporting Act, the Fair Debt Collection Practices Act or any other law; or (m) Conduct any activity that would aid or assist terrorism or related activity or would endanger U.S. military personnel.

American Debt Relief has no obligation to observe and monitor the Service. However, American Debt Relief reserves the right to review materials posted and to remove any materials. American Debt Relief also reserves the right to terminate your access to any or all of the Services, at any time, without notice, for any reason whatsoever.

American Debt Relief reserves the right subject to attorney-client privilege to the extent applicable and to the extent the same is not waived through these provisions, at all times to divulge any information as it considers necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part. These would be more applicable to the publicly accessible areas of the Service that are intended to be available to the general public. For example, publicly accessible areas of the Service would include message boards and chat rooms that are open to both registered users and visitors.

In view of the global nature of the World Wide Web, the User understands and agrees that technical processing of tools of communication is (and may be)

required to send and receive messages, to correspond/conform to the technical requirements of connecting networks, to correspond/conform to the limitations of the Service, or to correspond/conform to other, similar technical requirements.

## **DISCLAIMER**

Registration information and certain other information about you are subject to our Disclaimer. For more information, see our Legal Disclaimer.

## **LIMITATION OF LIABILITY**

You expressly understand and agree that to the extent permitted by law, American Debt Relief shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if American Debt Relief has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v) the provision of debt settlement or negotiation Services; or (vi) any other matter relating to the Service.