

## **Privacy Policy of National Credit Systems, Inc.**

Last updated: May 26, 2023

This Privacy Policy describes our policies and procedures on the collection, use and disclosure of Your information when You interact with US and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve our Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy may periodically be updated, so please review this page periodically.

### **Interpretation and Definitions**

#### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### **Definitions**

For the purposes of this Privacy Policy:

**Account** means a unique account created for You to access your referred to NCS by our clients.

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Company** (referred to as either "NCS", "the Company", "We", "Us" or "Our" in this Agreement) refers to National Credit Systems, Inc, PO BOX 672288 Marietta, GA 30006.

**Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.

**Country** refers to: the United States

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Personal Data** is any information that relates to an identified or identifiable individual.

**Service** means our facilitation of the collection and recovery of accounts receivable placed with us by our clients.

**Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

**Usage Data** refers to 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).

**Website** refers to the website maintained by National Credit Systems, accessible from NationalCreditSystems.com

**You** means the individual accessing or interacting with the company.

### **Disclaimers**

We are a debt collection agency attempting to collect a debt and any and all information obtained will be used for that purpose.

The National Credit Systems, Inc. Privacy Policy has been created to safeguard your privacy while you use this website or interact with NCS. If you have any questions regarding our privacy policy, please [info@nationalcreditsystems.com](mailto:info@nationalcreditsystems.com)

### **Collecting and Using Your Personal Data**

Types of Data Collected:

Personal Data.

We may ask You to provide NCS with certain Personal Data, including personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address,
- First name and last name,
- Phone numbers,
- Address, State, Province, ZIP/Postal code, City,
- Date of birth,
- Social security number,
- Account information,
- Information provided in making a payment,
- Attorney or court information,
- Bankruptcy information, and
- Usage Data

That information – whether submitted or disclosed to us through the Site, by mail, e-mail, or telephone, and whether the purpose for your submission is to inquire about or discuss your Account or our services – is governed by this Privacy Policy.

If you initiate contact or correspond with us orally or in writing, we may keep a record of your contact information and communications and we reserve the right to use your contact information, and any other information that you provide to us in your message, to respond thereto, optimize customer service, or attempt to resolve your request or inquiry. Thus, we may use the information you provide to further correspond with you or to accept payment or otherwise manage your Account.

If you wish to change or correct any information voluntarily submitted to us, please do so by contacting us in the manner described above.

We may receive and maintain Personal Data, including personally identifiable Information (*e.g.*, name, address, email address, telephone number, date of birth, social security number, account information, financial information, attorney information, court records, etc.) contained in communications with someone other than you, such as your attorney, or other authorized representative, in connection with the collection of any debt.

We receive and maintain Personal Data, including personally identifiable Information submitted to us by our clients. We use this information in connection with the collection and recovery of those accounts receivable and to fulfill our responsibilities to our clients.

We may receive and maintain Personal Data, including personally identifiable Information from certain vendors that we contract with to provide a material service in connection with account management and recovery. This may include, for example, location service providers and data service providers. Information that we typically may receive includes updated contact and personal information, bankruptcy activity, military status, death or probate status, etc.

We may receive and maintain Personal Information provided by one or more of the major Credit Reporting Bureaus. We use this information to seek the collection and recovery of accounts receivable and to fulfill our responsibilities to our clients.

By providing us with your mobile number, email or other contact information, you give National Credit Systems, Inc permission to send you account-related text messages, emails, other types of messages regarding communications, payment reminders and notifications in conjunction with the collection of the Account

#### **Usage Data**

Usage Data is collected automatically when visiting our website.

Usage Data may include information such as Your Device'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.

When You visit our website by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our website or otherwise interact with us.

#### **Tracking Technologies and Cookies**

We use Cookies and similar tracking technologies to track the activity on our website and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies We use may include:

- **Cookies or Browser Cookies.** A cookie is a small file placed on Your Device. 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 parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.
- **Web Beacons.** Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. Learn more about cookies on the Privacy Policies website article.

We use both Session and Persistent Cookies for the purposes set out below:

**Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

**Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

**Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy or the Cookies section of our Privacy Policy.

**Use of Your Personal Data**

The Company may use Personal Data for the following purposes:

**To provide and maintain our services,** including the collection and recovery of accounts receivable and to fulfill our responsibilities to our clients.

**To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding your account, including any.

**To manage Your requests and disputes:** To attend and manage Your requests and disputes to NCS.

**For business transfers:** We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us is among the assets transferred.

**For other purposes:** We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We do not sell personal information to Third Parties for their Own Use. No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All of the above categories

exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

We may share Your personal information in the following situations:

- **With Service Providers:** We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- **For business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- **With our Clients:** We may share Your information with our Clients.
- **With outside vendors, such as law firms:** We may share Your information with outside vendors, such as Law Firms in order to facilitate collection efforts on your Account.
- **With consumer reporting agencies:** We may share Your information with consumer reporting agencies in conjunction with credit reporting regarding your Account and to comply with the Fair Credit Reporting Act and other relevant laws and regulations.
- **With Your consent:** We may disclose Your personal information for any other purpose with Your consent.

#### **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information 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 than those from Your jurisdiction.

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

The Company will take all practical 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 Your Personal Data**

##### **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred.

##### **Law enforcement**

Under certain circumstances, the Company 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).

##### **Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company

- Prevent or investigate possible wrongdoing in connection with our Service
- Protect the personal safety of consumers, users of our Service, or the public
- Protect against legal liability

The Company will comply with any requests to modify, delete or limit the use of personal information provided by a consumer to the extent it is practical and required under any relevant laws.

### **Security of Your Personal Data**

The security of Your Personal 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.

### **Children's Privacy**

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. 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 anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

### **California Consumer Privacy Notice**

If you are a California resident, you have certain rights regarding our use and disclosure of your sensitive personal information:

#### **Right to Know**

You may request that NCS disclose to you what personal information it has collected, used, shared, or sold about you, and why they collected, used, shared, or sold that information. Specifically, you may request that businesses disclose:

- The categories and specific pieces of personal information collected
- The categories of sources from which the business collected personal information
- The purposes for which the business uses the personal information
- The categories of third parties with whom the business shares the personal information
- The categories of information that the business sells or discloses to third parties

Businesses must provide you this information for the 12-month period preceding your request. They must provide this information to you free of charge.

#### **Right to Delete**

NCS will comply with any such requests to delete personal information provided by a consumer to the extent it is required by and not exempted by the [California Consumer Privacy Act of 2018](#).

### **Right to Non-Discrimination**

NCS will not deny goods or services, charge you a different price, or provide a different level or quality of goods or services just because you exercised your rights under the [California Consumer Privacy Act of 2018](#) unless such action inherently impacts our ability to provide services.

### **Right to Correct**

You may request that NCS correct and update inaccurate personal information they collected from you and to tell its service providers to do the same. NCS will comply with such requests to the extent it is required by and not exempted by the [California Consumer Privacy Act of 2018](#).

### **Right to Limit**

You may request that limit. NCS will comply with such requests to the extent it is required by and not exempted by the [California Consumer Privacy Act of 2018](#).

### **Right to Opt-Out**

You may request that NCS correct and update inaccurate personal information they collected from you and to tell its service providers to do the same. NCS will comply with such requests to the extent it is required by and not exempted by the [California Consumer Privacy Act of 2018](#).

### **Governing Law**

This Privacy Notice and any disputes related thereto shall be governed by and construed in accordance with the laws of the State of Georgia, exclusive of its choice of law rules. All lawsuits, actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts within County of Cobb, Georgia. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts within County of Cobb, Georgia. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts within the County of Cobb, Georgia and to the appropriateness of the venue of any such lawsuit, action or proceeding brought in any such federal or state court within County of Cobb, Georgia.

### **Links to Other Websites**

Our website may contain links to other websites that are not operated by Us. If You click on 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.

### **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 Website, prior to the change becoming effective and update the "Last updated" 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 or wish to exercise any rights under this policy, You can contact us:

- By email: [info@nationalcreditsystems.com](mailto:info@nationalcreditsystems.com)