

Website Privacy Policy

Last modified: 07/21/2026

1. Introduction

BATTLEFIELD PARK, LLC, a Missouri limited liability company (“**Company**” or “**We**”) respect your privacy and are committed to protecting it through our compliance with this Privacy Policy (the “**Privacy Policy**”).

This policy describes the types of information we may collect from you or that you may provide when you visit the website <https://www.battlefieldparkapartments.com/> (our “**Website**”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website.
- In email, text, and other electronic messages between you and this Website.
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party; or
- Any third party, including through any application or content (including advertising) that may link to or be accessible from or through the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this Privacy Policy. This policy may change from time to time (*see* Changes to Our Privacy Policy). Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

2. Children Under the Age of 16

Our Website is not intended for children under 16 years of age. No one under age 16 may provide any information (personal, or otherwise) to or on the Website. We do not knowingly collect personal information from children under 16. If you are under 16, do not use or provide any information on this Website or through any of its features, register on the Website, make any purchases through the Website, use any of the interactive features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at:

TLC PROPERTIES

3811 S Weller Ave, Suite A 101

Springfield, Missouri 65804

(417) 869-1118

info@tlcproperties.com

Subject Line: Personal Information of a Minor

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please *see* Your State Privacy Rights for more information.

3. Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, email address, telephone number, or any other identifier by which you may be contacted online or offline (“**Personal Information**”);
- That is about you but individually does not identify you, such as your protected demographic information, including age, gender, race and ethnicity and marriage and family status, when you complete a survey from us or complete the forms on the Website; and/or
- About your internet connection, the equipment you use to access our Website, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

3.1. *Information You Provide to Us.* The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website or requesting further services. We may also ask you for information when you report a problem with our Website.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Details of transactions you carry out through our Website and of the fulfillment of your request. You may be required to provide financial information before placing an order through our Website.
- Your search queries on the Website.

You also may provide information to be published or displayed (hereinafter, “**posted**”) on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, “**User Contributions**”). Your User Contributions are posted on and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

3.2. *Information We Collect Through Automatic Data Collection Technologies*

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is only statistical data and does not include personal information. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual preferences.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- **Web Beacons.** Pages of our Website 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 certain website content and verifying system and server integrity).
- **Flash Cookies.** Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, *see* Choices About How We Use and Disclose Your Information.

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

4. Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, *see* Choices About How We Use and Disclose Your Information.

5. How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about goods and services that may be of interest to you. If you do not want us to use your information in this way, please adjust your user preferences in your account profile. For more information, *see* Choices About How We Use and Disclose Your Information.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

6. Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this Privacy Policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our Website users is among the assets transferred.
- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the “contact support” feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our terms of use <https://www.regencytowersapartments.com/terms-of-use/> and other agreements.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

7. Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of this Website may then be inaccessible or not function properly.
- **Promotional Offers from the Company.** If you do not wish to have your email address or other contact information used by the Company to promote our own or third parties' products or services, you can opt-out by (i) logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or (ii) by sending us an email stating your request to **info@tlcproperties.com**. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an email stating your request to **info@tlcproperties.com**.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI's website.

Residents of certain states, such as California, Nevada, Colorado, Connecticut, Virginia, and Utah may have additional personal information rights and choices. Please see Your State Privacy Rights for more information.

8. Accessing and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting your account profile page.

You may also send us an email at **info@tlcproperties.com** to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users. Proper access and use of information provided on the Website is governed by our terms of use <https://www.regencytowersapartments.com/terms-of-use/>

Residents of certain states, such as California, Nevada, Colorado, Connecticut, Virginia, and Utah may have additional personal information rights and choices. Please see Your State Privacy Rights for more information.

9. Your State Privacy Rights

State consumer privacy laws may provide their residents with additional rights regarding our use of their personal information.

10. FOR CALIFORNIA RESIDENTS:

If you are a California resident, you have the right to request information from us regarding the manner in which we share certain categories of your personal information with third parties for the third parties' direct marketing purposes. California law provides that existing customers have the right to submit a request to us once a year at the designated address for and receive the following information:

- the categories of information we disclosed to third parties for the third parties' direct marketing purposes during the preceding calendar year;
- the names and addresses of third parties that received such information; and
- if the nature of a third party's business cannot be reasonably determined from the third party's name, examples of the products or services marketed.

You are entitled to receive a copy of this information in a standardized format, and the information will not be specific to you individually. Our designated email address for such requests **info@tlcproperties.com**.

11. FOR RESIDENTS OF CALIFORNIA, COLORADO, CONNECTICUT, UTAH OR VIRGINIA

If you are a resident of California, Colorado, Connecticut, Utah or Virginia, the following provisions may apply to our processing of information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (for purposes of this section, “**personal information**”) subject to the California Consumer Privacy Act of 2018/ Privacy Rights Act, the Colorado Privacy Act, the Connecticut Personal Data Privacy Act, the Utah Consumer Privacy Act, and the Virginia Consumer Data Protection Act (collectively the “**Privacy Laws**”). Colorado, Connecticut, Utah and Virginia define a ‘Consumer’ as a resident of the state who is acting in an individual or household capacity, but this excludes state residents who are acting in an employment capacity (as one of our current, former or prospective employees) or in a commercial capacity (as an employee, owner, director, officer, etc. of an entity communicating with us in that context). As a result, if you reside in one of these states and have interacted with us in an employment or commercial capacity you are not provided the rights described below by the Privacy Laws. California defines a ‘Consumer’ as any resident of the state regardless of the capacity in which they interact with us. Attention current, former and prospective employees residing in California: please learn about your Privacy Law rights and how to exercise them by contacting us by phone at **(417) 869-1118**, or by email at **info@tlcproperties.com**. For Consumers, the provisions of this section prevail over any conflicting provisions of this Privacy Policy. We adopt this section of our Privacy Policy to comply with the Privacy Laws of and any terms defined in the Privacy Laws have the meaning set forth in the law of your state of residence when used in this section.

11.1. INFORMATION COLLECTED, SOURCES, AND BUSINESS PURPOSE FOR COLLECTION

Category of Information	Collected?	Source	Business Purposes* for Use
A. Identifiers (name, alias, postal address, email address, phone number, fax number, account name, Social Security number, driver's license number, passport number, unique personal identifier, IP address)	[YES]	- Individuals submitting information to us - Information we automatically collect from site visitors - Information we may receive from third-party marketing or data partners - Information received from third parties in connection with vendor or employment status or applications - Information we observe in connection with vendor or employment oversight. - Internal analytics	- Auditing relating to transactions. - Security detection, protection and enforcement. - Functionality debugging/error repair. - Ad customization. - Performing services for you. - Internal research and development. - Quality control.
B. Sensitive Personal Information (name with social security, driver's license, state identification card, or passport number, account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account, precise geolocation.	[YES]	- Individuals submitting information to us	- Only collected if Application to rent or Guest Card is submitted.
C. Protected anti-discrimination classification information (Age (40 years or older),	[NO]		

race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).)			
D. Commercial information (transaction history, products/services purchased, obtained or considered, product preference)	[NO]		
E. Electronic network activity (browsing or search history, website interactions, advertisement interactions)	[NO]		
F. Audio, video or similar information (customer service calls, security monitoring)	[NO]		
G. Biometrics	[NO]		
H. Geolocation	[NO]		
I. Non-public educational information (Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student	[NO]		

identification codes, student financial information, or student disciplinary records).			
J. Inference from the above (preferences, characteristics, behavior, attitudes, abilities, etc.)	[NO]		

*More specifically, the business purposes include:

1. Performing services for you:

- To administer or otherwise carry out our obligations in relation to any agreement to which we are a party;
- To assist you in completing a transaction;
- To respond to queries or requests and to provide services and support;
- To create and manage our customer accounts;
- To notify you about changes to our services and products;
- To administer any promotion, contest, survey, or competition;
- To provide you information regarding our products and services,
- To offer our products and services to you in a personalized way, for example, we may provide suggestions based on your previous requests to enable you to identify suitable products and services more quickly.

2. Advertising Customization:

- For marketing and promotions we believe you may find of interest and to provide you, or allow selected third parties to provide you, with information about products and services that may interest you.

3. Auditing relating to transactions, internal research and development:

- To provide for internal business administration and operations, including troubleshooting, Website customization, enhancement or development, testing, research, administration and operation of our Websites and data analytics;
- To create products or services that may meet your needs;
- To measure performance of marketing initiatives, ads, and websites “powered by” another company on our behalf.

4. Security detection, protection and enforcement; functionality debugging, error repair:

- As part of our efforts to keep our Websites safe and secure;

- To ensure the security of your account and our business, preventing or detecting fraud, malicious activity or abuses of our Websites, for example, by requesting verification information in order to reset your account password (if applicable);
- To ensure the physical security of our premises through the monitoring of surveillance images; To resolve disputes, to protect the rights, safety and interests ourselves, our users or others, and to comply with our legal obligations.

5. Quality control:

- To monitor quality control and ensure compliance with our legal obligations, codes and ordinances, policies and procedures,
- To develop and improve our products and services, for example, by reviewing visits to the Websites and various subpages, demand for specific products and services and user comments.

11.2. *DISCLOSING PERSONAL INFORMATION*

From time to time we disclose Consumer information as described below. This includes disclosing information to service providers (such as payment processors, mail houses, marketing partners, shipping partners, employee benefits partner); affiliated companies; strategically aligned businesses; professional advisers (such as lawyers, bankers, staffing partners, auditors and accountants); and, when required by law, to regulators or law enforcement.

11.2.1. DISCLOSURE OF PERSONAL INFORMATION FOR A BUSINESS PURPOSE

We may disclose your personal information to service providers and others for a business purpose. The business purposes are listed above. When we disclose Consumer personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract. In the preceding twelve (12) months, we may have disclosed the following categories of Consumer personal information to service providers (such as payment processors, mail houses, marketing partners, shipping partners, employee benefits partner); affiliated companies; strategically aligned businesses; professional advisers (such as lawyers, bankers, staffing partners, auditors and accountants); and, when required by law, to regulators or law enforcement. Not all information is disclosed to the above; photographs posted by Website users are available to the public:

- Category A: Identifiers.
- Category B: Sensitive Protected personal information.

11.2.2. DISCLOSING PERSONAL INFORMATION IN SALE ARRANGEMENTS

We do not sell personal information for monetary consideration but we may transfer Consumer information to a third party that provides us with services such as helping us with advertising, data analysis and analytics, and security, which may fall under the definition of for “other valuable consideration” and which may therefore be considered a “sale” under some of the Privacy Laws. We do not sell the personal information of

Consumers we actually know are less than sixteen (16) years of age. Please see below for opting out of having your information sold. In the preceding twelve (12) months we may have disclosed the following categories of information for a business purpose which falls within the definition of a 'sale.'

- Category A: Identifiers.
- Category D: Commercial Information
- Category E: Electronic network activity information
- Category H: Geolocation
- Category K: Inferences

11.2.3. SHARING PERSONAL INFORMATION FOR BEHAVIORAL OR CROSS-CONTEXT MARKETING OR TARGETED MARKETING

We do not share personal information for behavioral or cross-context marketing or targeted marketing.

11.3. *RETENTION OF PERSONAL INFORMATION*

We will store Consumer personal information in a form which permits us to identify Consumers, for as long as necessary for the purpose for which the personal information is processed. We may retain and use such personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and rights, or if it is not technically reasonably feasible to remove it. We retain information Consumers provide in connection with requests made under the Privacy Laws for a period of two (2) years.

11.4. *CONSUMERS' RIGHTS AND CHOICES*

The Privacy Laws provide Consumers in California, Colorado, Connecticut, Utah and Virginia with specific rights regarding their personal information. This section describes Consumers' rights under the Privacy Laws, explains how to exercise those rights, and provides information about the response timing and format and your rights to appeal our decisions.

11.4.1. Access to Information and Data Portability Rights.

Consumers have the right to request that we disclose certain information to Consumers about our information collection and disclosure practices. Consumers also have the right to request a copy of the specific pieces of personal information we collected about them. Once we receive and confirm a verifiable Consumer request, we will disclose:

- 11.4.1.1. The categories of personal information we collected about you, the sources of the information, our business or commercial purpose for collecting the information and whether the information was disclosed for a business purpose, shared or sold.
- 11.4.1.2. The categories of information we disclosed for a business purpose and the categories of information we sold or shared during the prior 12 months along with the categories of recipients of such information.

- 11.4.1.3. The specific pieces of personal information we collected about you during the prior 12 months, or, at your option, since January 1, 2022. Please note that this disclosure will not include data generated to help ensure security and integrity or as prescribed by regulation. We will endeavor to provide the information in a format that is readily useable, including by mailing you a paper copy or providing an electronic copy to your registered account, if you have registered an account with us.

11.4.2. Consumers' Deletion Request Rights.

Consumers have the right to request that we delete any of your personal information that we collected from them and retained, subject to certain exceptions. Once we receive and confirm a verifiable Consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- 11.4.2.1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 11.4.2.2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities and to help to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate for those purposes.
- 11.4.2.3. Debug products to identify and repair errors that impair existing intended functionality.
- 11.4.2.4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 11.4.2.5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- 11.4.2.6. Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's ability to complete such research, if you previously provided informed consent.
- 11.4.2.7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us and compatible with the context in which you provided the information.
- 11.4.2.8. Comply with a legal obligation.

- 11.4.2.9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

11.4.3. Consumers' Information Correction Rights.

Consumers have the right to request that we correct information that we hold which is inaccurate. We will require that you provide information about yourself so that we can verify your identity before we can make any change in the information we hold about you and we will use commercially reasonable efforts to make the requested corrections. In some cases, for instance if you have an account with us, you can update your information by logging into your account.

11.4.4. Consumers' Opt-Out Rights.

- 11.4.4.1. **Do Not Sell My Personal Information.** If you are 16 years of age or older, you have the right, at any time, to direct us to not sell your personal information. We do not sell the personal information of Consumers we actually know are less than 16 years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is at least 13 but not yet 16 years of age, or the parent or guardian of a consumer less than 13 years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time.
- 11.4.4.2. **Do Not Share My Personal Information; Targeted Advertising.** Consumers have the right to opt out of having their personal information shared for cross context behavioral advertising purposes and having their information used for targeted advertisements. When Consumers opt out we will not share their personal information with others that they can use to send the Consumer targeted advertisements and we will not use information we obtain over time from Consumers' activities with third party companies to show advertisements. We can still use information that we receive from your interactions with us to select advertisements we think may be of interest to you.
- 11.4.4.3. **Limit Processing of Sensitive Personal Information.** Consumers have the right to tell us not to process Sensitive Personal Information for any purpose other than the purpose for which we originally collected it.
- 11.4.4.4. **Consumer Profiles.** Consumers have the right to direct us not to engage in profiling using their personal information. Profiling is any automated processing performed on personal information that is used to evaluate, analyze, or predict personal aspects related your economic situation, health, personal preferences, interests, reliability, behavior, location, or movements.

11.5. ***EXERCISING CONSUMERS' RIGHTS***

11.5.1. Making a Consumer Request.

Consumers may make a verifiable Consumer request for access or data portability only twice within a 12-month period. All other requests may be made at any time. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable Consumer request to verify the requestor's identity or authority to make the request.

11.5.2. Access, Correction and Deletion.

To exercise the access, correction, and deletion rights Consumers may contact us by calling us at **(417) 869-1118**. We will ask you for information that allows us to reasonably verify your identity (that you are the person about whom we collected personal information) and will use that information only for that purpose. We may request that you submit a signed statement under penalty of perjury that you are the individual you claim to be. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. However, you may request that we disclose the required information beyond the 12-month period, and we will honor that expanded request unless doing so would involve a disproportionate effort. Your right to request required information beyond the 12-month period, and our obligation to provide that information, shall only apply to personal information collected on or after January 1, 2022.

11.5.3. Opt-Out Rights.

To opt out of the sale of your personal information or the sharing of your personal information or to ask us to limit processing of your Sensitive Personal Information, you may submit a request to us by calling us toll free at **(417) 869-1118**.

You may also opt out by activating a user-enabled global privacy control, such as a browser plug-in or privacy setting, device setting, or other mechanism, that communicates or signals your choice to opt-out of the sale and sharing of personal information. When we receive such a signal we will stop setting third party, analytics, or advertising partner cookies on your browser. This will prevent the sale or sharing of information relating to that specific device through cookies to our advertising or analytics partners. This option does not stop all sales or sharing of your information because we cannot match your device's identification or internet protocol address with your personally identifiable information like your name, phone number, email address or ZIP Code. If you delete cookies on your browser, any prior do not sell or do not share signal is also deleted and you should make sure that your user-enabled setting is always activated.

11.5.4. Using an Authorized Agent.

You may submit a request through someone holding a formal Power of Attorney. Otherwise, you may submit a request using an authorized agent only if (1) the person is registered with the Secretary of State to do business in California, (2) you provide the authorized agent with signed written permission to make a request, (3) you verify directly with us that you have authorize the person to make the request on your behalf, (4) you verify your own identity directly with us and (5) your agent provides us with proof that they are so authorized. We will require the agent to submit proof to us that they have been authorized to make requests on your behalf.

11.5.5. Our Responses.

We will acknowledge receipt of your request for access, correction or deletion within 10 business days and will endeavor to respond within forty-five days of receipt of your request, but if we require more time (up to an additional forty-five days) we will notify you of our need for additional time. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance (e.g. Microsoft Excel file and/or Adobe PDF file). For requests for deletion of your information, please understand that Privacy Laws permit us to retain certain information and not delete it under certain circumstances noted above in the description of Information Deletion Request Rights. For requests that we not sell or share your information or limit processing or Sensitive Personal Information we will comply with your request promptly, and at least within 15 business days. Once we receive your request we will wait at least 12 months before asking you to reauthorize personal information sales or sharing. We cannot respond to your request or provide you with personal information if we cannot verify your identity and confirm that the personal information relates to you. We do not charge a fee to process or respond to your verifiable Consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

11.6. *EXERCISING CONSUMERS' RIGHTS.*

We will not discriminate against you as a result of your exercise of any of these rights. Unless permitted by the Privacy Laws, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

11.7. *APPEALING DENIED REQUESTS.*

If we have denied your Consumer request you have the ability to file an appeal with us. To file an appeal with us, either:

- Call **(417) 869-1118**.

12. Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

13. Governing Law; Consent to Jurisdiction and Venue; Service of Process.

You agree that this Privacy Policy shall in all respects be governed by, and construed in accordance with, the laws of the State of Missouri, without regard to its conflict of laws principles. Please note that your use of the Website may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for resolving any claim or dispute with us or relating in any way to your use of the Website resides in the state and federal courts of Greene County, Missouri. You further agree and expressly consent to exercise of personal jurisdiction in the state and federal courts of Greene County, Missouri.

14. Changes to Our Privacy Policy

It is our policy to post any changes we make to our Privacy Policy on this page, with a notice that the Privacy Policy has been updated on the Website home page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account, and/or through a notice on the Website home page. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Privacy Policy to check for any changes.

15. Contact Information

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at:

3811 S Weller Ave. Suite A 101 Springfield, MO 65804

info@tlcproperties.com

or via our toll-free number:

(417) 869-1118