### **Terms of Use**

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## **Agreement With Terms Of Use**

Use of this Website ("Site") and services are conditioned on your acceptance without modification of these Terms of Use ("Terms of Use"). As used in these Terms of Use, "you," "your," or "user" refers to any person who accesses or uses the Site and/or the services offered through the Site. In the case of a business entity, "you" refers to the business entity and the person using the Site or services with express or implied authorization from the business entity to enter into and bind that business entity to these Terms of Use.

These Terms of Use govern your access to and use of the Site, including any content, functionality, information and services offered on or through the Site and your transactions conducted in connection with the Site (collectively, "Services").

The Site and Services is intended for individuals who are at least 18 years of age and reside in the United States, the District of Columbia or the territories of the United States. If you are under 18 years of age or reside outside of the United States, District of Columbia or the territories of the United States, you should not be visiting this Site or utilizing Services.

By using or accessing the Site or Services, you accept and agree to be bound by these Terms of Use. Your use of the Site or Services is governed by the version of the Terms of Use in effect on the date the Site is accessed by you. These Terms of Use can be modified at any time without notice. Any change to these Terms of Use will be effective upon posting of such updated Terms of Use on the Site. By continuing to access the Site or use the Services after the date of any change to these Terms of Use, you agree to be bound by such terms contained in the most recent version of these Terms of Use. Any inconsistent terms between these Terms of Use and any subsequent modifications of Terms of Use posted on this Site shall be controlled according to the latest posting. If you find any changes to these Terms of Use unacceptable, your only recourse is to terminate use of the Site or Services immediately.

Services or access to the Site maybe terminated, in whole or in part, at any time.

# **Trademarks And Copyrights**

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### **Purpose**

You agree to use the Site and Services only for the lawful purpose of conducting mortgage related business or to obtain information about products and Services and agree not to use the Site or Services in a way that violates any applicable federal, state, local, or international law or regulation.

#### **Prohibited Use**

You acknowledge that your use of this Site or Services imposes on you an obligation of proper use and conduct, including but not limited to, not introducing any harmful or disabling computer codes or viruses or other material that may harm or disrupt the Services, Site or systems; or not using the Site or Services in a manner that could in anyway impair or damage the Site or interfere with any other party's use of the Site. Unauthorized use of the Site, Services, misuse of passwords, or misuse of any information or material posted on the Site is strictly prohibited.

#### **Consent to Communicate**

By submitting an inquiry or otherwise request contact or other communication or by providing (through registration on the Site, providing of Services or otherwise) an email address, telephone number or contact number for any mobile device or landline, you expressly consent to receiving communications for account maintenance, collection, loan and refinancing information and other related purposes, through email, a mobile device or landline, including, without limitation, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system. This express consent applies to every email, telephone or contact number that you provide now or in the future. You understand that you may decline to provide or revoke your consent at any time and that your consent is not a condition to obtaining goods or services. You may withdraw your consent at any time by calling the number or writing to the address shown on your monthly billing statement. You will not be charged a fee for withdrawal of your consent.

You further understand that communications through email or a mobile device may result in fees from your service provider. Note, your call may be monitored or recorded if you communicate by via a telephone or contact number. By consenting to receive email or text messages, you understand that such communications are not SPAM.

## Registration

Certain areas of the Site may be restricted to users who have completed the registration process and obtained a user identification and password. During the registration process, you will be asked to provide an email address and telephone or contract number. By providing this information, you consent to communicating with you in accordance with the above paragraph.

If any area of the Site requires registration prior to granting you access, you agree to provide accurate and current information, including but not limited to a name and password as well as your name, address, telephone or contact number and a valid email address. It is your responsibility to keep this information updated. You must provide notification immediately if your email address changes or is otherwise invalid by either changing your customer profile or by calling the number or writing to the address shown on your monthly billing statement. If you fail to update or change an incorrect or invalid email address, you understand and agree that any email communications will be deemed to have been provided to you.

It is also your responsibility to protect and maintain the confidentiality of any user identification, password, or other identifying information in connection with your use of this Site. You agree to provide notification immediately if you believe your Site log-in credentials has been lost, stolen, or otherwise compromised. You also acknowledge and agree that you are responsible for any losses arising out of your failure to provide notification of unauthorized use, or any loss or damage you may incur as a result of someone else using your account, either with or without your permission or knowledge. Accordingly, you are solely responsible for all damages or claims that may arise from any access to or use of the Site by any person to whom you have provided your log-in credentials, or by any person who has obtained your information, including, but not limited to, any access to, or use of, this Site that may occur after you have provided notification that your log-in credentials have been lost, stolen, or otherwise compromised.

By completing the registration process, you will have access to information regarding your mortgage loan account ("Account"). You acknowledge that some of the information regarding your Account contains your personal financial information ("Personal Financial Information") and consent to the display of such Personal Financial Information by electronic means.

After registration, you consent to receive communications through a mobile device, landline or email which consent shall remain in force until withdrawn as described above. You may withdraw consent by calling the number or writing to the address shown on your monthly billing statement. A fee will not be charged for the withdrawal of your consent. A withdrawal

of consent is effective only after you have communicated your withdrawal and a reasonable period of time has lapsed to act upon your withdrawal. Once effective, you will no longer receive communications through email, mobile device or landline.

### **Privacy**

Your use of the Site or Services is subject to the <u>Website Privacy Policy</u>. Before using the Site or Services, it is therefore important that you read and understand the Website Privacy Policy. By using the Site or Services, you represent that you have read, understand and accept the terms of the Website Privacy Policy. By accessing or using the Site or Services, you understand and agree to the collection, sharing and retention of certain personal or other information about you or the device you use to access the Site or Services.

#### **Feedback And Submissions**

You agree and acknowledge that all suggestions, comments, feedback, ideas or improvements ("Submission") that you provide through the Site in connection with the Site or any Service will be considered non-confidential and not your exclusive property. You therefore disclaim any proprietary right in any Submission and understand that any Submission, without notice, may be used, published, or commercially exploited, and ideas originating from your Submission all may be used without compensation, or other obligation to you or any other person.

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YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO, INFORMATION, CONTENT, MATERIALS, SOFTWARE

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#### Indemnification

You agree to defend, indemnify, and hold harmless us and each of our respective directors, officers, employees, agents, successors, and assigns from and against all losses, liabilities, damages, claims and expenses, including attorneys' fees, arising out of, relating to, or resulting from your violation of these Terms of Use or misuse of the Services or the Site, including such violation or misuses conducted by an agent.

## **Enforceability and Governing Law**

This Agreement shall be subject to, and construed in accordance with, the laws of the state of South Carolina (United States of America), excluding its conflict of laws principles. In the event any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired, and the unenforceable term or provision will be replaced by such enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision. All rights not expressly granted herein are reserved.

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#### **Contact Information**

If you have any questions regarding these Terms of Use, please call the number or write to the address shown on your monthly billing statement.