

## **Terms of Use**

### **Please Read These Terms of Use Carefully Before Using This Site**

HomeXpress Mortgage (“HomeXpress,” “we,” “us,”) requires that all visitors to our website located at [www.homexpressmortgage.com](http://www.homexpressmortgage.com) (the “Website”) adhere to the following Terms of Use (“Terms”). By accessing or using the Website, you agree to these Terms.

We maintain the Website to provide you with information about us and our services and to facilitate communication with us. We may also provide you with access to our services via the Website.

### **Modification of Terms**

From time to time we may revise these Terms. If there are material changes to these Terms, we will notify you of such changes by posting a message on the Website. We encourage you to periodically review these Terms. Any revision will be effective immediately upon posting. By accessing or using the Website after we have posted notice of revised Terms, you agree to such revised Terms. If you are a registered user of the Website, we will require you to consent to these Terms and to material revisions of these Terms through an electronic signature by requesting that you affirmatively click on a box containing the words “I accept,” “I agree,” or a similar phrase. If you click on such a box, your click will be deemed your legally binding electronic signature.

### **Access to this Website**

Access to and use of certain portions of the Website and our systems may require a user name, password and/or other unique identifiers which you will be required to use (“User Codes”). User Codes are for your personal use only and you are responsible for the security and confidentiality of your User Codes.

You are responsible for all acts or omissions that occur while your User Codes are being used. We are not responsible for any breach of security caused by your failure to maintain the confidentiality and security of your User Codes.

You agree to notify us immediately in the event of loss, theft or disclosure of any or all of your User Codes or if you believe the confidentiality or security of any or all of your User Codes has been compromised in any way or if you learn about a possible or actual unauthorized access to and/or use of the Website.

We may revoke or modify your User Codes at any time without prior notice.

### **Electronic Documents**

We may, in our sole discretion, permit you to consent to agreements on the Website through an electronic signature by requesting that you affirmatively click on a box containing the words “I Accept,” “I Agree” or a similar phrase. If you click such a box, your click will be deemed your legally binding

electronic signature. Carefully review any agreement before clicking on such a box and agreeing to the terms of that agreement.

### **Links**

The Website may provide links to sites maintained by third parties (“Third Party Sites”). We do not operate or control any of the Third Party Sites and are not responsible or liable for any information, products or services on or available from them. We provide these links without warranties or representations of any kind, express or implied, including, without limitation, any warranty of merchantability or warranty of fitness for a particular purpose. We do not in any way endorse the Third Party Sites or any products or services described or provided therein. Third Party Sites may have their own terms of use, which differ from these Terms. Your access to Third Party Sites through links provided on the Website is subject to the terms of use and policies of those sites, not these Terms.

### **Intellectual Property**

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If you believe that the Website contains content that infringes your copyright, please provide the following information to our Copyright Agent designated below: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner’s behalf. Our Copyright Agent’s information is as follows:

## **Website Content**

We will use commercially reasonable efforts to include accurate and up-to-date information on the Website, but we make no warranties or representation as to the accuracy of the information. For your convenience, the Website may contain certain form legal documents. The presence of these forms does not constitute the delivery of legal advice to you. You should consult with your own counsel about the advisability of using any such document.

## **Disclaimer; Limitation of Liability**

THE USE OF THE WEBSITE AND ALL CONTENT AND SERVICES AVAILABLE THROUGH THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. NEITHER WE NOR OUR AFFILIATES OR SUBSIDIARIES, OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "HOMEXPRESS PARTIES") ARE RESPONSIBLE FOR THE CONSEQUENCES OF SUCH USE. THE WEBSITE AND ALL CONTENT AND SERVICES AVAILABLE THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, (i) ANY WARRANTIES CONCERNING THE AVAILABILITY OR CONTENT OF INFORMATION, PRODUCTS, SERVICES OR RESULTS AND (ii) ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT OR SERVICES AVAILABLE THROUGH THE WEBSITE IS TO STOP USING THE WEBSITE OR THE CONTENT OR SERVICES AVAILABLE THROUGH THE WEBSITE.

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## **Indemnification**

You agree to indemnify the HomeXpress Parties and hold them harmless from and against any losses, damages, proceedings and costs and expenses (including reasonable attorneys' fees) relating to or arising from your use of the Website or the content or services available through the Website or your violation of these Terms.

## **Unavailability of the Website**

While the Website is generally available 24 hours a day, we do not guarantee that the Website will be available at any particular time or with any particular frequency. We may make the Website unavailable or interrupt service from time to time for any reason whatsoever, including routine maintenance. In addition, the Website may be unavailable or interrupted due to circumstances outside of our control. We have no liability to you for any losses or damages arising out the interruption or unavailability of the Website.

**Termination**

We reserve the right, in our sole discretion, to restrict, suspend or terminate these Terms and your access to all or any part of the Website at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

**Information**

Your use of the Website may involve the transmission to us of certain of your personally-identifiable information. Our collection and use of such personally-identifiable information is governed by our Privacy Policy, which is hereby incorporated by reference in its entirety.

**General**

You agree that your use of the Website is governed by the laws of the State of California. In any action to enforce these Terms or arising out of your use of the Website, you consent to the exclusive personal and subject matter jurisdiction of the state and federal courts of California for the adjudication of all matters relating hereto or arising hereunder, and you hereby waive any objections to such venue. The sections of this Agreement entitled Intellectual Property, Disclaimer, Limitation of Liability, Indemnification and General shall survive the termination of these Terms. These Terms contain the entire agreement between you and us concerning your use of the Website and all content and services available through the Website and supersedes all existing agreements and all other oral, written or other communication between us concerning its subject matter.

*Effective Date: 2/1/2016*