

## **Legal Notice**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (INCLUDING THE PRIVACY POLICY) CAREFULLY. THEY GOVERN YOUR USE OF THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("AGREEMENT"), AS THEY MAY BE MODIFIED FROM TIME TO TIME AND POSTED ON THIS WEBSITE. BY USING THIS WEBSITE, YOU ARE AGREEING TO ACCEPT AND COMPLY WITH THESE TERMS AND CONDITIONS OF USE, AS STATED BELOW (THESE "TERMS"). YOU MUST READ THESE TERMS (AND THE PRIVACY POLICY) FULLY.

## GENERAL TERMS AND CONDITIONS APPLICABLE TO THE WEBSITE:

Each user of this Website agrees as follows:

- 1. Limited Right to Use. Except as otherwise noted in this Website, all information, documentation and other content posted in this Website (collectively, the "Information") is the property of the financial institution branded on this Website, Mortgage Services (also referred to as "we"), or our third party service providers and are protected by the copyright laws of the United States and throughout the world. The posting of Information does not constitute a waiver of any proprietary rights in or related to such Information (such as, but not limited to, patents, copyrights and trademarks) or a transfer of any such rights to you or any third party. You may not copy or distribute any Information published on this Website or any portion of the Information without our prior written permission. This includes any copying, reproduction, modification, republication, uploading, posting or directly or indirectly sending any Information (or portions of Information) in any form or by any means. You agree not to delete any copyright or similar notice from any Information.
- 2. Eligibility. This Website (also referred to herein as the "Site") is offered only to adult persons who are residents of North America who can form legally binding contracts under applicable law. Without limiting the foregoing, the Site is not offered to minors. Other restrictions and eligibility requirements for certain services apply as described in the Terms and Conditions or other disclosures on the Site. We do not knowingly collect any personal information from or about individuals under 18 years of age. By using the Website, Site and/or the services, you represent that you are expressly authorized to use this Site that you agree to use the Site solely for the authorized purposes, and that you otherwise meet these requirements and that you agree to the terms of this Agreement.
- 3. **Links and Frames.** Links to other sites may be provided on this Website for your convenience. By providing these links, neither we nor our service providers are endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any part of this Website. Consequently, neither we nor our service providers shall be held liable or responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to this Website. These other sites may send their own cookies to

users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers may send cookies to users that we do not control. We reserve the right to disable links from any third party sites to this Website.

- 4. **Use of Logos.** The names, logos, designs, slogans, trademarks or service marks of us or our third party service provider may not be used in any advertising, publicity or promotion or in any other commercial manner without our prior written consent.
- 5. **Password and Security.** You agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such password or credentials. If you believe that your password or credentials have been lost or stolen or that someone may attempt to use them to access this Website without your consent, please send a secure message or contact us at 800-937-6002.
- 6. **Interference and Malicious Code.** You may not use this Website, including uploading, posting or otherwise transmitting any information, that could in any way transmit, directly or indirectly, any form of malicious or unwanted code or program to this Website or any websites, servers, networks, systems or equipment, or would otherwise interfere with or disrupt this Website or any Websites, servers, networks, systems or equipment. You must at all times abide by all policies, procedures and other requirements established by any networks connected to this Website. You also may not employ any spiders, robots or other similar data mining programs or techniques on any Information or otherwise in connection with your use of this Website.
- 7. **Monitoring.** You agree that we and our Third Party Services providers have the right, but not the obligation, to monitor your use of this Website as well as any information posted or uploaded to this Website. We perform this monitoring for purposes of ensuring compliance with these Terms, compliance with any applicable laws or regulations, and understanding users' use of this Website, but this monitoring may be for any purpose permitted or authorized by applicable law, regulation or government or industry agent.
- 8. **Required Technology.** Your access and use of this Website may require certain equipment, connectivity services and other technology (e.g., computers or other similar devices, internet connectivity, reading programs, etc.). It is your responsibility to obtain and maintain all of this required technology at your own expense. Although we generally try to make this Website compatible with available technology, we do not imply or guarantee in any way that this Website will be compatible or otherwise accessible using any specific model, brand or type of technology.
- 9. **Unauthorized Access.** You will take all reasonable precautions to prevent unauthorized persons from obtaining access to or use of the services made available through the use of software applications supported and provided in this Website ("Services"). We and our Third Party Service providers shall have the right to rely upon any information received from any person using a password assigned to you and will incur no liability for such reliance. In the event of any breach of any security measures established by us and/or our Third Party Service providers, we shall have the right to immediately terminate your

- access to all or any affected portion of the Services until such time as such breach has been secured to our satisfaction.
- 10. **No Reverse Compilation.** You will not: (i) reverse compile, reverse assemble, disassemble or translate any portion of the Services; or (ii) access or attempt to access, distribute, disclose, market or copy in any form any information or data, including but not limited to Information, regarding the Services.
- 11. **Ownership Rights.** You acknowledge that we and/or our licensors, and Third Party Services providers, as applicable, are the owner of all right, title and interest in the Services, to all software and documentation related thereto, and to any modifications or enhancements thereof. You shall not violate or infringe upon any of the intellectual property such as patents, trademarks, copyrights, trade secrets or other proprietary rights related to the Services.
- 12. **Compilations of Customer Data.** You acknowledge that the Services made available through this Website may contain valuable proprietary information of us or our clients or our Third Party Services providers and that we or our clients or our Third Party Service providers shall own all right, title, and interest in any compilations of customer data in aggregated and anonymous form.
- 13. **Disclosure of Personal Information.** In the event that we or our Third Party Services providers have to collect, use or disclose any personal information in providing the Services, you warrant and represent that you have given or obtained as applicable, all required consents from any individuals with respect to the collection, use and disclosure of such information as required for the purpose of providing or rendering the Services.
- 14. Export Laws. Software and encryption codes from this Website may be subject to United States export control laws and regulations ("Export Laws"). No software or encryption codes from this Website may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or (iii) in a manner that otherwise violates the Export Laws. By downloading or using any such software or encryption codes, you represent and warrant that you will comply with all applicable Export Laws related thereto.
- 15. Non-Confidentiality of Communications. If you send a message or information to this Website, you hereby grant to us and our Third Party Services providers the right to read, use, distribute, disclose and otherwise handle the communication and any related information consistent with the Privacy Policy governing this Website. For messages and information not covered by such Privacy Policy, you hereby grant to us and our Third Party Services providers the right to read, use, distribute, disclose and otherwise handle the communication and any related information, as we deem appropriate in our sole judgment. YOU ARE HEREBY ADVISED THAT, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE ON THIS APPLICATION, NO FACILITIES ARE PROVIDED AND NO PROVISIONS ARE MADE FOR SENDING OR RECEIVING CONFIDENTIAL COMMUNICATIONS. TO THE EXTENT SUCH FACILITIES ARE

- PROVIDED OR PROVISIONS ARE MADE, IT IS SOLELY ON AN "AS IS" BASIS, WITH NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED.
- 16. No Warranties; Limitation of Liability. Although we attempt to provide useful Information, we do not guarantee that the Information is accurate, current or suitable for any particular purpose. We assume no obligation to update or continue to post the Information. We do not guarantee that access to this Website will be uninterrupted, that this Website will be free of viruses or that this Website cannot be tampered with by third parties. We do not guarantee that information sent to this Website will not be obtained, reviewed, disclosed or tampered with by third parties, whether or not measures are taken to secure such information. THIS APPLICATION, THE INFORMATION AND ANY SOFTWARE RELATED THERETO ARE PROVIDED ON AN "AS IS" BASIS, WITH NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USE OF THIS APPLICATION, THE INFORMATION AND SUCH SOFTWARE IS AT THE USER'S SOLE RISK. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS APPLICATION (INCLUDING, BUT NOT LIMITED TO ANY SOFTWARE RELATED THERETO), ANY APPLICATION OPERATED BY A THIRD PARTY OR ANY INFORMATION CONTAINED IN THIS APPLICATION OR ANY OTHER APPLICATION, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER ON AN ACTION IN CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FISERV IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS BE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF YOU, OTHER USERS OR ANY OTHER THIRD-PARTIES. YOU ACKNOWLEDGE AND AGREE THAT THE RISK OF ANY INJURY RELATING THERETO RESTS SOLELY AND ENTIRELY WITH YOU.
- 17. **Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in these Terms or have otherwise breached your obligations under these Terms, we may terminate, suspend or limit your access to or use of this Website; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide access to this Website to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate your access to this Website for any reason and at any time.
- 18. **Waiver of Jury Trial.** Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under or relating to these Terms and the use of this Website.

- 19. **Waiver of Class Action Claims.** Both parties agree to waive any right to assert any dispute or claim against the other party or any other intended beneficiary arising under or relating to these Terms or this Website as a class action.
- 20. Modifications to these Terms. We may add to or otherwise modify these Terms (in whole or in part) at any time. Such changes are at our discretion, and such additions or modifications shall be effective immediately upon posting to this Website. By using this Website after such additions or modifications are posted, you are agreeing to accept and comply with the Terms as modified.
- 21. **Your Privacy.** Protecting your privacy is very important to us. Please review the Privacy Policy (below) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
- 22. General. These Terms, as well as any other rules, procedures or protocols established by us (including the Privacy Policy and the Bill Payment Terms and Conditions below), constitute the entire agreement between you and us with respect to the subject matter hereof and supersede all previous agreements and arrangements between you and us, whether written or oral, with respect to such subject matter. Our affiliates and third party service providers, and their directors, officers, employees, agents, successors, and assigns shall be considered beneficiaries under these Terms and shall each have the right to enforce the provisions of these Terms directly, jointly or on its own behalf. These Terms shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules. Any claims, actions or proceedings arising out of or related to this Website or these Terms must be brought in the federal or state courts of the State of Texas. By using this Website, you agree to submit to the jurisdiction of such courts. No waiver by us (or any of our agents) of any right under these Terms shall be deemed to be a waiver of any other term, right or obligation hereunder. To the extent any provision of these Terms, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms shall remain in effect as written. Section headings are provided solely for convenience and shall not be given any legal import. By using this Website, you agree to submit to the jurisdiction of such courts. No waiver by us (or any of our agents) of any right under these Terms shall be deemed to be a waiver of any other term, right or obligation hereunder. To the extent any provision of these Terms, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms shall remain in effect as written. Section headings are provided solely for convenience and shall not be given any legal import.
- 23. **Supplemental Terms and Conditions.** Supplemental or different terms and conditions than those set forth in these Terms may be applicable to information you receive or transactions you engage in using this Website. Any such supplemental or different terms and conditions will be disclosed to you, either by being posted on this Website or by inclusion in a separate agreement.