

# Terms and Conditions

These Terms and Conditions and our Privacy Policy are the policies of Eagle Home Mortgage, LLC and Eagle Home Mortgage of California (together referred to as "Eagle") that apply to your use of our website, any mobile app provided by Eagle, any Eagle-controlled social media pages, and all other Eagle information, services, software functionality, and/or materials located thereon or available therefrom (collectively, the "Website"). These Terms and Conditions of use and our Privacy Policy govern your use of the Website.

The terms "we", "us" or "our" refer to Eagle, and the terms "you" and "your" refer to you.

**You Agree to these Terms and Conditions.** By continuing to use any portion of the Website, you acknowledge your consent and agreement to the Terms and Conditions (which include a mandatory arbitration provision) and the Privacy Policy set forth herein, including the authorization of the use and sharing of your information that is described therein. If you do not agree with the Privacy Policy or the Terms and Conditions, do not use the Website. These Terms and Conditions constitute a binding agreement between you and Eagle. Eagle may at any time revise the Website (including but not limited to these Terms and Conditions, our Privacy Policy or any Disclaimers) by updating the Website. You are bound by any such revision and you should therefore periodically visit the Website to review the then-current terms and conditions, privacy policy and legal disclaimers to which you are bound.

**Third-Party Services.** Any products or services offered by or through any third parties (including but not limited to vendors) identified on the Website are provided by the respective third parties and not by us. We make no representations or warranties regarding, and you agree that we bear no responsibilities or obligations with respect to, any products or services that you request or obtain from or through those third parties identified on the Website, including without limitation the availability or quality of the products or services, or the information displayed on the Website regarding the third parties or such products or services. Each such third party has separate terms and conditions governing the products and services that it provides, and you may be required to agree to such terms and conditions to receive any products and services from or through those third parties. For your convenience, the Website may link to a website of each such third party. We do not have any control over, or responsibility for, the content or operation of any such websites. Each such website may collect information about you and your usage of the website. You may access the security policy of each third party by visiting the third party's website. We have no responsibility for the security of any information that you provide to any such third party that offers products or services identified in the Website. The use of any such websites is at your own risk.

**We Try, But Cannot Guarantee, That All Data Is Current.** While we endeavor to display current and accurate information, we make no representations or warranties regarding the information set forth in the Website and, without limiting the foregoing, we are not responsible for any information being out of date or inaccurate, or for any typographical errors.

**Mobile Services.** The Website may offer various tools and/or services that are available to you via your mobile phone or other mobile device, including the use of messages on your wireless device via short message service (collectively, "Mobile Services"). Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the Website and its related Mobile Services shall be strictly in accordance with these Terms and Conditions.

**Certain Representations and Acknowledgements by You.** You represent and warrant that (a) you are aged 18 or older, (b) the information you submit through the Website is accurate and complete and may be relied upon by Eagle, and (c) with respect to each email address and other information that you provide us, you are authorized to provide the email address and other information, and that the transmission of any information to the email address will not violate any directive or preference of the recipient or any right of the recipient under law. You acknowledge that you bear all risk and responsibility for errors or delays that result from inaccurate or incomplete information provided by you.

**Information You Provide to Us.** In connection with any information that you provide on or through the Website, you shall not include anything that (a) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic or harmful, or (b) violates or infringes upon the copyright, trademark rights, intellectual property rights, privacy rights or other rights of any party. We reserve the right in our discretion to edit or delete any information that we deem inappropriate, or not transmit any information that contains anything that we deem inappropriate. We are not obligated to review, edit or delete any portion of any information you provide us, we are not obligated to decide not to transmit any information, and we are not liable for editing or deleting any portion of any information that you provide or declining to transmit any information.

**Certain Actions You are Prohibited from Taking.** You shall not and shall not attempt to (a) post or transmit to the Website any virus, worm, Trojan horse, time bomb, or other computer programming routine, feature or operation that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, (b) use any device software, routine, feature or operation to interfere with the proper operation of the Website or any activity being conducted on or by the Website, (c) gain

access to, copy, alter or modify any data transmitted to the Website by another user, (d) copy, alter, modify, create derivative works based upon, decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the Website, or (e) frame or link to the Website.

**We Make No Assurances Regarding Website Availability.** We make no representations or warranties regarding (i) the availability of the Website at any given time, (ii) whether your use of the Website will be uninterrupted, or (iii) the continued operation of the Website. We are not responsible for any technical failures or problems that are beyond our control, or any results of any such failures or problems. We, with or without notice, may suspend the operation of the Website for periods of time, terminate the operation of the Website at any time, and suspend or terminate your ability to access and use the Website at any time. We, with or without notice, may revise the features and functionality of the Website, and the instructions and guidelines regarding the access to and use of the Website, at any time. We, with or without notice, may at any time revise the hardware, software and communication lines necessary to access and use the Website, and the IP number(s) or address(es) used for the Website. While we may take reasonable steps to prevent the introduction of viruses, worms, Trojan horses, time bombs or other computer programming routines, features or operations to the Website that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, we do not guarantee or warrant that the Website or materials transmitted from the Website do not contain such computer programming routines, features or operations.

**Your Indemnification Obligation.** You shall indemnify and hold us harmless from any damage, loss or expense, including without limitation attorneys' fees and all costs of investigation, settlement and appeal, arising out of, resulting from or relating to any failure by you to comply with the Terms and Conditions, or any misrepresentation made by you at any time.

**Certain Limitations on Our Obligations to You.** USE OF THE WEBSITE IS PROVIDED "AS IS WHERE IS," AS AN ACCOMMODATION, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH REGARD TO THE WEBSITE OR ITS USE, OR FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE OPERATION OF THE WEBSITE, OR FOR SUSPENSION OR TERMINATION OF THE OPERATION OF THE WEBSITE OR FOR YOUR ABILITY OR INABILITY TO ACCESS AND USE THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE EVEN IF WE OR YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.

YOU EXPRESSLY AGREE THAT YOU ACCESS AND USE THE WEBSITE AT YOUR SOLE RISK.

**All Disputes That Cannot Be Resolved Through Discussions between You and Eagle Will Be Resolved Through Binding Arbitration.** Any claims or disputes relating to the Website and your use of the Website shall be resolved exclusively by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association (AAA) and the arbitration shall occur in the State of Florida, County of Miami-Dade, unless we expressly consent in writing to a different location. The arbitration shall be conducted by one arbitrator who is selected pursuant to the rules of the AAA. The award of the arbitrator shall be final and judgment upon the parties and may be entered in a court of competent jurisdiction in the State of Florida, County of Miami-Dade, unless we expressly consent to a court in a different jurisdiction. No arbitration shall be consolidated or combined with any other arbitration, or proceed on a representative basis or capacity for other parties, except with our express written consent. THESE TERMS AND CONDITIONS PROVIDE THAT ALL CLAIMS OR DISPUTES REGARDING THE WEBSITE AND YOUR USE OF THE WEBSITE SHALL BE RESOLVED BY BINDING ARBITRATION, WHICH MAY NOT BE CONSOLIDATED OR COMBINED WITH ANY OTHER ARBITRATION, OR PROCEED ON A REPRESENTATIVE BASIS OR CAPACITY FOR OTHER PARTIES, WITHOUT OUR EXPRESS WRITTEN CONSENT. THEREFORE, YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO BRING OR PARTICIPATE IN CLASS ACTIONS BROUGHT IN COURT, AND TO ARBITRATE OR PARTICIPATE IN ARBITRATION ON A CLASS BASIS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, AND NOT BY A JUDGE OR JURY. Any disputes regarding the arbitration provisions shall be resolved by the arbitrator. In the event that any issues not addressed by this arbitration provision will be entertained by a court, the court must be a court of competent jurisdiction in the State of Florida, County of Miami-Dade. Each party will bear its own costs in connection with the arbitration.

**Intellectual Property Rights of Eagle.** All text, graphics, user interfaces, visual interfaces, photographs, audio, video, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Website, unless otherwise indicated, are owned, controlled, and licensed by Eagle and/or its licensors and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations.

The Eagle name and logo are trademarks or service marks of Eagle or its affiliates. The names and logos of any third parties (including but not limited to vendors) that appear on the Website are trademarks or service marks of the respective third parties. The unauthorized use of the names, logos, trademarks and service marks appearing on the Website is strictly prohibited.

**Privacy.** Use of the Website is governed under the [Privacy Policy](#) and these Terms and Conditions for use. Please consult the [Privacy Policy](#) for all matters related to your privacy.

**Governing Law.** These Terms and Conditions are governed by federal law and the laws of the State of Florida, without reference to any choice of law principles. We note, however, that your privacy rights may vary from state to state. Your privacy rights are further described in our [Privacy Policy](#) and we advise you to read the [Privacy Policy](#) carefully. Notwithstanding the foregoing, we also note that in our activities involving persons located outside the United States, we comply with the privacy laws applicable to those activities, which may impose obligations in addition to those of United States law. For activities in the European Union or involving European Union residents, we comply with the European Union's General Data Protection Regulation (GDPR). Please be aware that Eagle does not have any offices or operations outside the United States and does not originate or service mortgage loans secured by residential real estate outside the United States.

Thank you for taking the time to read all of this important information.

Website Terms and Conditions of use (As of July 23, 2018).

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