

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.

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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set forth in the Website and, without limiting the foregoing, we are not responsible for any information being out of date or inaccurate, or for any typographical errors.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.

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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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