

Terms of Use Agreement

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TERMS OF USE AGREEMENT FOR ALL SERVICES AND THE WEBSITES

Please review this Terms of Use Agreement ("Agreement"). By accessing, browsing or using this website, and the websites of the below listed companies, divisions, or service groups, or any page thereof, through any direct or indirect means (individually or collectively, "Websites" or "Website"), or by using the goods, facilities or services offered in or through the Websites through alternative methods (including, for example, telephone, mail, email or facsimile), you accept and agree to be bound by these Terms of Use.

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY. These provisions form an essential basis of our bargain. If you do not agree to these terms and conditions, you are not authorized to access or use the Websites and you are to cease accessing or otherwise using the Websites.

For purposes of this Agreement, "You" or "Your" means the person(s) using the Websites and/or services of LENDERLINE®, including persons that allow others to provide information about themselves to LENDERLINE®, "Lenders" means the banks and lenders with which LENDERLINE® submits loans to or anticipates submitting loans to, "Providers" means third party service providers of services such as escrow, title insurance, credit reports, appraisals, home inspection companies, home warranty companies, or real estate professionals. The terms "us" or "we" means, but is not limited to LENDERLINE®. LENDERLINE® is licensed as set forth in the [Disclosures and Licenses](#) section of this Website, which is incorporated into this Agreement by reference.

THE DISCLOSURES AND CONSENTS REQUIRED UNDER CERTAIN STATE LAWS ARE DEEMED TO BE PROVIDED, RECEIVED AND AGREED TO BY USE OF THE WEBSITES.

LENDERLINE® shall have the right at any time to change or discontinue any aspect or feature of the Websites and the right to modify the terms and conditions applicable to users of the Websites, including these Terms of Use, or any part hereof. Such changes, modification, additions or deletions shall be effective immediately upon posting on the Websites. Any use by you of the Websites or the good, facilities or services offered in or through the Websites shall be deemed to constitute acceptance of such changes.

CONSUMER INFORMATION SECURITY POLICY

While no data transmission over the Internet or information storage technology can be guaranteed to be 100% secure, LENDERLINE® understands your concerns with the safety of your personal information. The following is a summary of the measures LENDERLINE® takes to protect your information and descriptions of ways we implement these measures for different types of information you may provide to us.

Secure Web Pages and Encryption

LENDERLINE® uses well-known and vetted security technologies to protect your data and transmissions between you, LENDERLINE®, banks, loan brokers and real estate professionals participating in the LENDERLINE® Websites. Transmissions between LENDERLINE®, banks, lenders, loan brokers and real estate professionals are encrypted using public key cryptography algorithms with a minimum key size of 128 bits.

Those pages on the Websites that ask for your personal financial information are delivered to your browser through HTTPS, a secure server communications layer. Transmission between your browser and our web server, including when you send your personal financial information to us, is implemented using Secure Sockets Layer (SSL) technology. SSL encrypts it, making the information unreadable by anyone except LENDERLINE®. SSL does not allow anyone to intercept and read your personal information; only we can decode the encryption. This technology requires any modern web browser such as Internet Explorer, Firefox, Safari or Opera. You can verify that your communications with LENDERLINE® are secure by checking for the key or lock icon on your browser. If your browser's security feature has been turned on, a pop up box will notify you when you enter a secure page.

Another important information security measure in place throughout the Websites is the timeout feature. This feature will log you out if there has been no activity within a specified amount of time.

Firewall Protection

Firewalls are special purpose devices that protect and screen-out malicious attempts to access information and networks. LENDERLINE® deploys firewalls at several points in its environment, including between you and the webserver, the database servers, and LENDERLINE®'s internal production networks.

OUR SERVICES

LENDERLINE® offers several services, each of which is explained in more detail below.

- The first service option is our mortgage brokerage service that occurs when you complete a Uniform Residential Loan Application (1003) and get matched with Lenders who will respond with conditional loan offers.
- The second service option is our DECISIONLINE™ service, which you may use prior to or after completing our Standard Application process. If you select the DECISIONLINE™ service, we will match you with Lenders on the LENDERLINE® network using a subset of the information contained on our Standard Application to determine mortgage eligibility based on the Lenders' underwriting guidelines, and we will provide you with the resulting information through our Website. Because these matches are generated from a subset of information from the full-form loan request, the Lenders on the LENDERLINE® network will not be able to respond with customized offers until they speak with you to get additional information. The DECISIONLINE™ service is not available for all loan programs.
- The third service option is our RATELINE™ service, which you may use prior to or after completing our Standard Application process. If you select the RATELINE™ service, we will match you with Lenders on the LENDERLINE® network using a subset of the information contained on our Standard Application process to obtain real-time mortgage rates, and we will provide you with the resulting information through our Website. Because these matches are generated from a subset of information from the Standard Application process, the Lenders on the LENDERLINE® network will not be able to respond with customized offers until they speak with you to get additional information. The RATELINE™ service is not available for all loan programs.
- The fourth service option is our RATETRACKER™ service, which you may prior to or after completing the Standard Application process. If you select the RATETRACKER™ service, we will match you with Lenders

on the LENDERLINE® network using a subset of the information contained on the Standard Application process to obtain updates to mortgage rates, and we will provide you with the resulting information via email. Because these matches are generated from a subset of information from the Standard Application process, the Lenders on the LENDERLINE® network will not be able to respond with customized offers until they speak with you to get additional information. The RATETRACKER™ service is not available for all loan programs.

- The fifth service option is a “Closing Costs Calculator” service. This service is being provided by Closing.com®. If you select the Closing Costs Calculator service, Closing.com® will match you with settlement service Providers via their proprietary SmartClosing™ calculator through our Website. The settlement service Providers will not be able to respond with customized offers until they speak with you to get additional information. The Closing Costs Calculator service may not include all settlement service Providers. SmartClosing™ calculator and/or Closing.com® are registered trademarks and/or service marks of ClosingCorp, Inc., 7817 Ivanhoe Avenue, Suite 302, La Jolla, CA 92037.
- The sixth service option is the LENDERLINE® “Find a REALTOR®” service. If you use the Find a REALTOR® service, we will match you with real estate agents and brokers on the LENDERLINE® network, and we will provide you with the resulting information through our Website. Because these matches are generated from only those real estate agents and brokers that have completed the registration process on the LENDERLINE® Websites, this service may not include all real estate agents and brokers that provide services in the requested area. The real estate agents and brokers on the LENDERLINE® network will not be able to respond with customized offers until they speak with you to get additional information.

Terms Applicable to Mortgage Brokerage Services

LENDERLINE® is a mortgage broker, not a direct lender or a bank. LENDERLINE® does not make loans or credit decisions in connection with loan applications, nor does LENDERLINE® issue loan commitments or lock-in agreements. Unless expressly stated in writing, nothing contained herein shall constitute a loan offer, loan commitment or interest rate lock-in agreement.

Except as otherwise provided below for your state, Lenderline is not an agent of you, any bank or lender (we refer to all of these as "Lenders" or "Lender") or any third-party provider ("Provider"). You should rely on your own judgment in deciding which available product and Lender or Provider best suits your needs and financial means. You agree that LENDERLINE® shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of our services.

By utilizing our mortgage brokerage services, you authorize LENDERLINE® to provide information that you provided to any Lenders necessary to complete your loan transaction. You also authorize LENDERLINE® and its Lenders to request a credit report from one or multiple credit bureaus, including any ancillary credit scores or ratings and to check your credit and employment history.

LENDERLINE® does not guarantee that the loan terms or rates offered and made available by Lenders are the best terms or lowest rates available in the market, nor does LENDERLINE® guarantee that completing a loan application will result in your request being considered by all possible Lenders. LENDERLINE® does not guarantee that completing a loan application will result in you receiving a loan commitment or acceptance into any particular loan program or specific loan terms or conditions with any Lender. Loan approval standards and underwriting guidelines are established and maintained solely by individual Lenders.

A Lender's offer may be subject to approval conditions and qualification. The rates and fees charged by Lenders may be higher or lower depending on your complete credit profile and other considerations including but not limited to property type, occupancy, loan-to-value ratios, income and asset documentation, reserves, and debt to income ratios.

Lenderline's compensation varies by product and service. LENDERLINE® may receive a fee from a Lender for its services as a mortgage broker, or LENDERLINE® may charge you a fee for its services as a mortgage broker. Loan origination fees paid by the Lender may be included in your rate. All fees and terms and will be disclosed on a Good Faith Estimate, a Truth-In-Lending Disclosure, a California Mortgage Loan Disclosure Statement, and your settlement statement. LENDERLINE® may withhold the name of the Lender until which time it has secured a fee agreement, an engagement letter and/or non-circumvention and non-disclosure agreement.

You understand that LENDERLINE® and its Lenders may be required to retain and store your loan request information, and any other information received by them in the processing of your loan request, to comply with federal and/or state laws, whether or not you are qualified for a loan or receive a loan offer or commitment. Regardless of whether you obtain a loan from through LENDERLINE®, you will be responsible for paying for any third party fees associated with your loan for items such as credit report, appraisal, escrow services, title insurance, notary and recording fees, and that some of these fees may be non-refundable.

The Websites and services provided by LENDERLINE® are available only in connection with mortgage loans made on real property located only in the states in which LENDERLINE® is licensed (please see the [Disclosures and Licenses](#) section of the Website(s)). LENDERLINE® and its Lenders are not attempting to make loans outside of their authorized states or country by participating in and offering their products on the Websites. Lenders may not offer all products in all states. Lenders on LENDERLINE®'s network(s) expressly reserve the right to discontinue, suspend or terminate the offering of any loan product in any specific state through the Websites at any time, without prior notice.

To help the government fight identity theft, the funding of terrorism and money laundering activities, and to help attempt to verify your identity, LENDERLINE® and its Lenders may obtain, verify and record information that identifies each person who opens an account with us and them. During the loan application process you may be required to provide your Social Security Number, address, date of birth, driver license or other photo identification, and other important information that will allow LENDERLINE® and its Lenders to properly identify you.

By submitting a loan request to LENDERLINE® you hereby (i) agree to the terms and conditions outlined herein, (ii) consent to telephone calls even if your phone number is on any Do Not Call or similar list, (iii) authorize all telephone calls to be electronically recorded, (iv) consent to email and other electronic communications at the email address you provided (or at another email address that may be associated with you that we receive from Lenders or other parties) and such email will not be considered spam or unauthorized by any local, state or federal law or regulation, (v) represent that all of the information you have provided in your submission and loan request is true and complete, and authorize LENDERLINE® to retain all such provided information as required by law, (vi) authorize LENDERLINE® to provide offers or remind you of information in regards to your submission, including requests for additional documentation/information, deadlines, quality of services or other matters in connection with your loan request, and (vii) agree to notify any particular Lender directly if you no longer want to receive communications from them.

Terms Applicable to DECISIONLINE™, RATELINE™ and RATETRACKER™ Services

By submitting the shorter LENDERLINE® request form, you authorize LENDERLINE® to provide your information to Lenders on the LENDERLINE® network, along with any additional lenders or investors necessary to provide instant eligibility decisions and/or real-time mortgage rates through the LENDERLINE® Websites or via email.

Terms Applicable to Closing Costs Calculator Services

LENDERLINE® offers requests for third party products and services on our Websites via the SmartClosing™ calculator by Closing.com®. Use of this service requires that you accept the Terms of Use indicated by Closing.com® for the use of their SmartClosing™ calculator. You may be able to access these products and services when you complete a request and either (i) get matched with potential Provider (including any third-party affiliate or finder of a Provider) who will respond with conditional offers for products or services or (ii) get provided with the name and information about potential Providers who may be able to respond with the requested products or services or information about the requested products or services without any offers. The Providers that can provide you with conditional offers may not respond with offers until they speak with you to get additional information.

LENDERLINE® does not make any decisions in connection with the products or services offered by Providers. LENDERLINE® does not endorse or recommend the products or services of any particular Provider on any of its Websites. LENDERLINE® is not an agent of either you or any Provider. LENDERLINE®'s services are only administrative. You should rely on your own judgment in deciding which available product or service and Provider best suits your needs and financial means. The Provider is solely responsible for its products and services to you, and you agree that LENDERLINE® shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such products or services. You understand that Providers may keep your request information and any other information provided by LENDERLINE® or received by them in the processing of your request, whether or not you are qualified for the product or service with them or if you acquire a product or service with them. You agree to notify any particular Provider directly if you no longer want to receive communications from them.

Products and services may only be made to residents of states where Providers are licensed or authorized to make such products or services available. LENDERLINE® and Providers expressly reserve the right to discontinue, suspend or terminate the offering of any product or service in any specific state through the Websites at any time, without prior notice.

The data and other information you may provide LENDERLINE® is not, and is not treated as, an application for that product or service. LENDERLINE® does not guarantee acceptance into any particular program or specific term or condition with any Provider; approval standards are established and maintained solely by individual Providers. Likewise, LENDERLINE® does not guarantee that the terms or rates for the products or services offered and made available by Providers are the best terms or lowest rates available in the market. A Provider's products or services may be subject to market conditions, approval and qualification. The terms and rates actually provided by Providers may be higher or lower depending on your individual financial profile, your location and other considerations.

Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a product or service. Providers may not offer all products or services as well as not offer products or services in all states. You may not be matched with the Provider making any specific offer.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are submitting an inquiry as to a product or service

through LENDERLINE® to each of the Providers to whom your request is transmitted, and you authorize LENDERLINE® to provide information that you provided to Providers or finders to discuss, review or provide product or services information and opportunities, and you additionally (i) agree to the terms and conditions outlined herein, (ii) consent to telephone calls even if your phone number is on any Do Not Call or similar list, (iii) authorize all telephone calls to be electronically recorded, (iv) consent to email and other electronic communications at the email address you provided (or at another email address that may be associated with you that we receive from Lenders or other parties) and such email will not be considered spam or unauthorized by any local, state or federal law or regulation, (v) represent that all of the information you have provided in your submission and loan request is true and complete, and authorize LENDERLINE® and/or Provider to retain all such provided information as required by law, (vi) authorize LENDERLINE® and/or Provider to provide offers or remind you of information in regards to your submission, including requests for additional documentation/information, deadlines, quality of services or other matters in connection with your loan request, and (vii) agree to notify any particular Provider directly if you no longer want to receive communications from them.

Terms Applicable to Find a REALTOR® Services

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry to LENDERLINE® and its network or real estate professionals ("real estate professionals"). Further, that you are representing all of the information you have provided in the referral form is true and complete. You authorize LENDERLINE® to forward your information to its network of real estate professionals. You further understand and agree that by selecting a real estate company or professional, you are extending an express invitation for them to contact you by telephone at the numbers you have provided, and you hereby consent to any such calls even if your phone number is on the Do Not Call list. In addition, by completing and submitting a request for more information regarding a real estate listing or requesting contact with a real estate professional, you understand and agree that you are extending an express invitation to real estate professionals to call you by telephone at the numbers you have provided, and you hereby consent to any such calls even if your phone number is on the Do Not Call list. You understand that these real estate professionals may keep the information you submit whether or not you communicate with them regarding a real estate listing and whether or not you complete a real estate transaction with them.

In connection with its Find a REALTOR® program LENDERLINE® acts as a referring broker by referring you to a local real estate broker, and for its services, LENDERLINE® receives a real estate brokerage referral fee from the local real estate broker. Your use of the Websites and/or LENDERLINE®'s services constitutes your agreement with this compensation arrangement. Cash, gift certificates, points or mileage incentives are only available to customers who use a LENDERLINE® Network real estate professional to buy or sell their home. Customers must have been connected with the real estate professional through LENDERLINE®'s Find a REALTOR® program to be eligible for incentives. Certain states require that incentives be given either as a credit at closing or as a reduction of your real estate commission. The programs may be available on modified terms, or may be prohibited, in certain jurisdictions. Other restrictions may apply.

By creating an account or otherwise using this site, you hereby understand and agree that you have established a business relationship between you and LENDERLINE®, which is the owner of this site. As such, you agree that LENDERLINE® may contact you using information you provided with information and offers of services available through LENDERLINE® and the Websites. You hereby consent to any such communication or phone calls even if your phone number is on any Do Not Call list.

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DISCLAIMERS AND LIABILITY

LENDERLINE® intends that the information contained in the Websites be accurate and reliable, however, errors sometimes occur. In addition, changes and improvements to the information provided herein may be made by LENDERLINE® at any time. Under no circumstances will LENDERLINE® be liable for any loss or damage caused by your reliance on information obtained through the Websites. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Websites.

THE WEBSITES AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". LENDERLINE® AND/OR ITS SUPPLIERS, LENDERS, PROVIDERS OR REAL ESTATE PROFESSIONALS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THE WEBSITES AND/OR LENDERLINE®'S SERVICES IS AT YOUR OWN RISK. LENDERLINE® AND/OR ITS SUPPLIERS, LENDERS, PROVIDERS OR REAL ESTATE PROFESSIONALS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR THE INABILITY TO USE THE WEBSITES AND/OR LENDERLINE®'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITES, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED AT THE WEBSITES, OR THAT RESULT FROM

MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, ERRORS, DEFECTS, VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO LENDERLINE® RECORDS, PROGRAMS OR SERVICES, , OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LENDERLINE® AND/OR ITS SUPPLIERS, PROVIDERS OR REAL ESTATE PROFESSIONALS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

ELECTRONIC COMMUNICATIONS/NOTICES AND INFORMATION DELIVERED ELECTRONICALLY

You are submitting a request to be matched with Lenders, Providers or real estate professionals through LENDERLINE®. Because LENDERLINE® provides you the benefits of our service by conducting its business through the Internet, we need you to consent to our giving you certain disclosures electronically. This document informs you of your rights when receiving legally required disclosures, notices and information ("Disclosures") from LENDERLINE® and Lenders, Providers or real estate professionals to whom your Request is submitted. By completing and submitting a Request through LENDERLINE®, you acknowledge receipt of this document and consent to the electronic delivery of such Disclosures and other communications.

Electronic Communications

Any Disclosures or other communication related to your Request will be provided to you electronically. However, if you wish to obtain a paper copy of any Disclosure or communication, you may write to LENDERLINE®, Disclosure Request, 23 Corporate Plaza, Suite 150, Newport Beach, CA 92660 with the details of your request. Paper copies will be provided to you at no charge.

Scope of Consent

BY SUBMITTING YOUR REQUEST, YOU CONSENT TO HAVING ALL DISCLOSURES AND COMMUNICATIONS PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH LENDERLINE®, LENDERS, PROVIDERS AND REAL ESTATE PROFESSIONALS ELECTRONICALLY.

Your consent to receive Disclosures and other communications and to do business electronically, and our agreement to do so, only applies to this Request. You will receive Disclosures from LENDERLINE®, and you may also receive Disclosures and other communications from Lenders, Providers or real estate professionals. After your Request is transmitted to one or more of our Lenders, Providers or real estate professionals, and after you decide to continue to pursue your Request, then you and the Lender, Provider or real estate professional can agree to change the method upon how you conduct business with them.

Hardware and Software Requirements

Before you decide to do business electronically with LENDERLINE®, you should consider whether you have the required hardware and software capabilities described below. To access and retain the Disclosures electronically, you will need to use the following computer software and hardware:

- Internet access with 128-bit encryption
- Adobe Acrobat Reader 6 or higher
- Explorer version 6 or higher, Firefox version 1.5 or higher, or Netscape version 8.04 or higher (Use in IE mode)
- Email Access
- Ability to Print

Your Ability to Access Disclosures

BY SUBMITTING YOUR REQUEST, YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE ELECTRONIC DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE.

Withdrawing Consent

Because LENDERLINE® will provide the Disclosures and communications to you instantaneously you will not be able to withdraw your consent to do business electronically with LENDERLINE®. However, you may withdraw your consent to do business electronically with Lenders, Providers or real estate professionals at no cost to you. You may do so by contacting the Lender, Provider or real estate professional at the mailing address, email address or telephone number they provide with their offer. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures and communications will not be affected.

Changes to Your Contact Information

You should keep us informed of any change in your electronic or mailing address. You may contact LENDERLINE® Customer Care by telephone at 1-888-661-7888 regarding any such changes. Or you may write to us at LENDERLINE®, Customer Care, 23 Corporate Plaza, Suite 150, Newport Beach, CA 92660.

PRIVACY POLICY

Our [Privacy Policy](#), hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites or received from you.

INDEMNITY

As a condition of use of the Websites and/or LENDERLINE®'s services, you agree to indemnify LENDERLINE® and its Lenders and Providers, from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Websites, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

LINKS TO THIRD PARTY WEBSITES

The Websites may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. LENDERLINE® does not operate or control in any respect any information,

software, products or services available on such websites. LENDERLINE®'s inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. When you leave the Websites please note that LENDERLINE® is not responsible for the accuracy or content of the information provided by that website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third party technologies or programs available through that website.

ERRORS AND DELAYS

LENDERLINE® is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an incorrect email address provided by you or other technical problems beyond our reasonable control.

DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of the Websites, to the goods or services provided by LENDERLINE®, or to any acts or omissions for which you may contend LENDERLINE® is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be venued in Orange County, California. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the consumer shall select an arbitrator from a panel of arbitrators acceptable to LENDERLINE®. In any arbitration, LENDERLINE® will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party. To begin the arbitration process, a party must make a written demand therefor. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Orange County, California. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto, except in Maine where state law will control all rights and remedies in the arbitration. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of an arbitration under this agreement with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND LENDERLINE® WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, and the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using LENDERLINE®'s goods, facilities and services, you consent to these restrictions.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and LENDERLINE®, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Orange County, California. If

either party employs attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees.

OTHER TERMS

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Websites and any operating rules for the Websites established by LENDERLINE®) constitutes the entire agreement between you and LENDERLINE® and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and LENDERLINE® with respect to the Websites and information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

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