

TERMS OF USE

1. APPLICATION OF THESE TERMS OF USE.

Your access to and use of the Broker Solutions, Inc., dba New American Funding (“NAF” or “Company”) website and the information, documents, tools and/or other material made available through this website, are subject to the Terms and Conditions of use set forth herein (this “Agreement”). By accessing, browsing, interacting with, or otherwise using the NAF website (individually, collectively, and interchangeably referred to as our “Websites” or “Website”) through any means, or by making use of any mobile applications accessible or downloadable through the Websites and/or through any third-party mobile application marketplace (the “Applications”, “App”, or “Apps”), or by using the goods, facilities or services offered in or through the Websites through any method (including, without limitation, by telephone, mail, text, email or facsimile), you accept and agree to be bound by this Agreement. For purposes of this Agreement, (i) the terms “Website” and “Websites” include the Apps; and, (ii) “you” or “your” means the person accessing the Website, and includes any persons that allow others to provide information about themselves to NAF.

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (please see Sections 16 and 10, respectively). These provisions form an essential basis of our bargain.

By proceeding and using or interacting with the Websites, you acknowledge and agree that (i) you are at least 18 years of age; (ii) you reside in the United States and the District of Columbia in jurisdictions where NAF is licensed to provide mortgage related services; and (iii) you have read, understand, and agree to be bound by this Agreement.

NAF reserves the right, at any time, and without prior notice, 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 this Agreement, or any part hereof. Such changes, modification, additions, or deletions shall be effective immediately upon posting on the Websites. Your use of the Websites or the goods, facilities, information, or services offered in or through the Websites shall be deemed to constitute acceptance of such changes.

2. PRIVACY POLICY

NAF’s Privacy Policy, which you may read [here](#), is hereby incorporated by reference into this Agreement, and explains the policy applicable to the information that is collected through the Websites or received directly from you.

3. RESTRICTIONS ON USE

You may only use the Websites for the purposes expressly permitted in this Agreement. You agree that you will not use or attempt to use the Websites for any purpose other than conducting mortgage banking related business with us as our bona fide client, prospective client, business partner, or real estate agent.

You warrant and agree that you will not use the Websites for any purpose that is unlawful or prohibited by federal, state or local law. Without limiting the generality of the foregoing, you may not use or attempt to use the Websites or any part of the Websites for any purpose:

- that interferes with or induces a breach of the contractual relationships between NAF employees and NAF;
- that is any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- that transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited Email, unsolicited commercial communications;
- that transmits any harmful or disabling computer codes or viruses;
- that harvests Email addresses from this site;
- that transmits unsolicited Email to this site or to anyone whose Email address included the domain name under on the Websites;
- that interferes with NAF's network services;
- that attempts to gain unauthorized access to NAF's network services;
- that suggests an express or implied affiliation or broker relationship with NAF without express, authorized written permission from the Company;
- that impairs or limits NAF's ability to operate the Websites or any other person's ability to access and use the Websites;
- that uses any methods, means or devices to click on to the Websites or cause a visit to the Websites for the purpose of manipulating the results of any Internet search engine;
- that unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
- that harms minors in any way, including, but not limited to, transmitting or uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
- that transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- that harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities;
- that dilutes, devalues, defames, or depreciates NAF's name and reputation;

- that transmits or uploads any content or images that infringe upon any third party's intellectual property rights or infringe upon any third party's right of privacy; or
- that unlawfully transmits or uploads any confidential, proprietary or trade secret information.

4. INTELLECTUAL PROPERTY

Trademarks, service marks, logos, emblems, slogans, designs and copyrighted works appearing on the Websites are the property of NAF or the party that provided them to NAF. NAF and those third parties retain all rights associated with any of the respective trademarks, service marks, logos, emblems, slogans, designs and copyrighted works appearing on the Websites.

All content, web pages, source code, calculations, products, materials, data, information, text, screens, photos, video, music and sound, functionality, services, design, layout, screen interfaces, "look and feel", design, functionality, and the operation of the Websites (collectively "Content") is the proprietary information of NAF or the party that provided or licensed the Content to NAF, and is protected by various intellectual property laws, including, but not limited to, copyrights, patents, trade secrets, trademarks, and service marks. All rights associated with the Content are owned by NAF, our licensors, or our content providers. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of Content will be permitted without our express, authorized written permission and/or the express, authorized written permission of the copyright owner.

The availability of any Content through the Websites shall under no circumstances constitute a transfer of any copyrights, trademarks, or other intellectual property rights. You do not acquire any license or ownership rights by downloading or viewing any Content or by any other means. You will not in any way copy, reproduce, publish, create derivative works from, perform, upload, post, distribute, transfer, transmit, modify, adapt, reverse engineer, frame in any Web page, or alter the appearance of any Content.

All submissions to us containing any comments, improvements, suggestions, and ideas regarding the Websites will become and remain our exclusive property, including any rights or future rights associated with such submissions, even if the provisions of this Agreement are later modified or terminated. This means that you forever disclaim any proprietary rights or any other rights or claims in such submissions. You acknowledge and agree that we have the unrestricted, unencumbered right to use, publish, and commercially exploit, identical, similar, or derivative ideas originating from your submission, in any medium, now and in the future, without notice, compensation or other obligation to you or any other person. Notwithstanding the foregoing, you remain solely responsible for the content of your submissions, and you acknowledge and agree that neither NAF nor any third party affiliate of NAF will assume any liability related to any action or inaction by NAF or such third party with respect to your submissions.

All testimonials submitted to us will also become and remain our exclusive property, even if the provisions of this Agreement are later modified or terminated. This means that you irrevocably grant to us the unrestricted right (now and in the future, without notice, compensation or other obligation to you or any other person) to use your statement, image, likeness, as they may be used, in any medium, in connection with an advertisement or for any other publicity purpose. You further agree that we may use any

percentage or part of your testimonial, image, likeness and/or works, in any way that we see fit, and may exclude your name or use a fictional name or other identifier at our sole discretion.

5. LINKS TO THIRD PARTY WEBSITES

The Websites may contain links to websites maintained by third parties that are not related to NAF. Such links are provided for your convenience and reference only. We do not operate or control in any respect any information, software, products or services available on such websites, and we do not endorse, approve, sponsor or control any such websites' contents, or its sponsoring organization. When you leave the Websites for another website, please note that we are not responsible for the accuracy or content of the information provided by that website, nor are we 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.

We do not permit third-party advertising on the Websites without express written permission from the Company. You will not create links from any website or Web page to the Websites or any Web page therein without our prior written permission.

6. USE OF TECHNOLOGY

NAF may request your permission, through a separate consent process, to contact you via phone, whether by live agent or artificial or prerecorded voice, SMS text to your residential or cellular number, whether dialed manually or by auto dialer, or by email, and to send disclosures and communications about a loan inquiry in electronic form through these media.

6.1 EMAIL POLICY

Email in General

Our communications to you in email may not accurately represent the entire or final disposition of a matter or constitute our official business, due to brevity or informality. Email is one medium through which information may be exchanged, as when an email message responds to a voice mail. Accordingly, email, by itself, may not accurately reflect the complete communication or our intent as to the subject matter referred to within the communication, nor constitute an official business record of NAF. Any official content present in an email communication is qualified in its entirety by any signed writings, which shall govern such content according to their provisions. Also, unless explicitly permitted in a signed writing or necessary by law, the mere receipt of an email by us may not put us on notice, timely or otherwise, of the matters contained within that email.

Confidential Information

The emails we send are confidential (and all attachments to such emails are confidential) and are to be reviewed and/or disclosed to only the individual or entity to whom they are addressed and intended. If you receive an email in error or if it is improperly forwarded to you, the information contained in the email should, at all times, remain confidential and such circumstances shall not authorize you to use or disclose the confidential information. You agree to notify the sender immediately by telephone or email, and delete or destroy the original and any copies. Any unauthorized use, disclosure, reproduction, or

distribution is strictly prohibited. Emails marked as “Confidential” contain confidential and/or proprietary information that is disclosed under the condition that you treat and maintain such information strictly in a confidential manner and in compliance with all applicable privacy laws and that you ensure such information is not disclosed or used by others, except for the limited and confidential purpose for which it is being provided. By accepting receipt of and/or reviewing confidential information that we provide, you agree to indemnify, defend, and hold us harmless against any and all claims, losses, liabilities, or expenses, including attorney’s fees that we may incur as a result of the unauthorized use or disclosure of confidential information due to your acts or omissions.

Privileged Information

Emails exchanged with or involving our lawyers and legal staff may contain privileged information subject to the attorney-client privilege and/or the attorney work product privilege. Such privileged information shall not be waived if you receive an email in error or if it was improperly forwarded or delivered to you or you otherwise receive such communication by any means. If you are not the intended recipient of privileged information, you agree to notify the sender immediately by telephone or email and delete or destroy the original and any copies. Any unauthorized use, disclosure, reproduction, or distribution of confidential or privileged information is strictly prohibited.

Time Sensitive Instructions & Official Matters; Filters

Do not use email to communicate time-sensitive instructions or official company matters; they may not be received or reviewed by us in a timely manner. Emails are processed through various virus and spam filters which may delay or reject the delivery of an email altogether. Urgent matters should be communicated in person directly with the person of concern via telephone and then confirmed in writing with the appropriate person via fax or email. We reserve the right to block any email source we deem inappropriate.

Business Purposes

Our email facilities are to be used only for conducting business with us. Vendors, suppliers, clients and others receiving email from us may not use our email addresses or contact information (or any other person’s email address appearing on or in our email) for any purpose other than corresponding with us for lawful and legitimate business purposes relating to our business. The receipt of an email is not our consent for you to use our email address or contact information for direct marketing purposes or for transfers of data to third-parties, and such use is strictly prohibited.

Monitoring of Communications

All emails sent to us or from us may be forwarded, monitored, and/or reviewed by others within NAF other than the designated recipient/sender with or without notice to the designated recipient/sender. We may also record or monitor other forms of communications you have with us via the website, PC-talk, chat, email, text messages to and from Company-owned cellular devices, and telephone. By using such communication methods you are consenting to the recording, monitoring, storage, and/or use of the same without further notice.

Unsecured Transmissions

While certain designated areas within our websites employ technologies to secure your data and the transmissions between you and us, general email uses the Internet, which is an open system, and we cannot provide absolute assurances that all emails (sent or received) are secure, error free, not corrupted, incomplete or virus free and/or that they won't be lost, mis-delivered, destroyed, delayed, intercepted or decrypted by others. We therefore advise against sending sensitive or personally identifiable information over email, and disclaim all liability with regard to emails (and the contents therein) if they are corrupted, lost, destroyed, delayed, incomplete, mis-delivered, intercepted, decrypted or otherwise misappropriated by others.

Viruses

Computer viruses can be transmitted via email through email content, attachments to emails and embedded links. Although our emails are believed to be free of any virus or other defects that might affect computer systems in which they are received and opened, it is your responsibility to ensure that any email you open is virus free. We are not responsible for any loss or damage arising in any way from the receipt, use, storage or transmission of our emails. If we forward an email or reply to a prior email, the contents may have been produced by someone other than us, for which assume no liability whatsoever. The use of email to introduce any virus, malicious or disabling code, or to otherwise interfere with our email transmissions, telecommunication, or computer networks is prohibited and against the law; violators will be prosecuted to the fullest extent of the law.

In addition to any other disclaimers we make in this Agreement, we disclaim any representation or warranty that our emails are virus free and/or error free. You agree to hold the Company harmless for any loss or damage arising from an email sent or forwarded to you or arising from any email reply or otherwise received by you.

Prohibited Email Content

We prohibit our team members from using email to make or send any type of menacing, defamatory, discriminatory, harassing, offensive or threatening statements or materials, or statements or materials that infringe the copyrights or legal rights of others. Such communications are against our policies and outside the scope of employment of our team members. You agree to hold the Company harmless from any harm, loss, or damage resulting from such communication, and the Company accepts no liability for such communication, and any of our team members responsible for such communication will be personally and solely liable for any damages or other liability arising therefrom. Please report any such violations to our Customer Service Department, 14511 Myford Road, Suite 100, Tustin, CA 92780, or you may call 855-270-7377.

The use of our email facilities for purposes of sending menacing, harassing, offensive or threatening messages to us or any member of our team is strictly prohibited and is unlawful; violators will be prosecuted to the fullest extent of the law. Use of our email facilities for soliciting any of our team to breach their employment agreements or to interfere with their employment status with us, or which otherwise interferes with our business or economic advantage is strictly prohibited and may result in legal action against you.

6.2 TERMS APPLICABLE TO EMAIL AND MOBILE MESSAGING

Emails are Generally Not Formal Signed Writings; E-Sign disclosure

Unless explicitly stated otherwise, our emails do not contain or constitute an electronic signature, even if the sender's name appears in the email. An Email communication may not be construed against us as an interest rate lock, an unconditional loan commitment, an unconditional loan approval, unconditional pre-qualification, unconditional pre-approval, or any other unconditional offer or agreement to lend. Such documents and agreements are generally sent to clients in formal signed writings from us. Please review our [Electronic Consent Agreement](#) for additional information.

All Rights Reserved; Statements Attributable to Us.

Our email shall be deemed Content and subject to the restrictions set forth herein with respect to Content. The only official publishable public statements that can be attributed to us are statements issued by our CEO, President, or Chief Operating Officer.

Negligent Misstatement

In addition to the other disclaimers made in this Agreement, we disclaim any and all responsibility, including responsibility based on negligence or negligent misstatement, for the accuracy, completeness, or reliability of data or information contained in or furnished through email and we make no warranties, express or implied, with respect to such data or information. By using or interacting with the Website and/or reviewing information that we provide, you agree to hold us harmless against any and all claims, losses, liabilities, damages, or expenses, including attorney's fees that you may incur as a result of any negligence or negligent misstatement.

Complaints

Any email complaints should be directed to New American Funding, 14511 Myford Road, Suite 100, Tustin, CA 92780, Attention: Customer Service Department, or you may call 855-270-7377.

6.3 USE OF COOKIES AND WEB BEACONS

We collect information from your online visits to our Website and your use of the Websites to help gather statistics about usage and effectiveness, personalize your experiences, and tailor our interactions with you. We do so using various technologies, which include, but are not limited to the use of cookies and web beacons.

Use of Cookies

A cookie is a text file that is either stored in your computer's memory temporarily and automatically deleted when you close your browser (a "session cookie") or placed on your hard drive (a "persistent cookie") by a web page server. A persistent cookie is not deleted when the browser is closed. Cookies help websites keep track of your preferences and recognize you as a return visitor. When you return to a website you have visited before, your browser gives the information stored in the cookie back to the website's server. For example, in addition to other information, www.newamericanfunding.com may use

a cookie to save your zip code location selection so that we can present product and service information that is available in your area. Additionally, we may use cookies to facilitate online surveys, to track how visitors use our site, or to deliver our products and services to you. We use this information to improve the content, usability and functionality of our website. Recording information in a cookie allows us to simplify and personalize your online experience, as well as to deliver our products and services to you. We generally use both session and persistent cookies.

You may choose to set your browser to reject cookies. However, if you disable cookies on your browser, you may not be able to log in or use basic features on the Websites. For more information see the "Help" information for the browser you are using. If you do not wish to have cookies placed on your computer, you should set your internet browser to refuse cookies before accessing our site, with the understanding that certain features of the site may not function properly without the aid of cookies. If you refuse cookies, you assume all responsibility for any resulting loss of functionality.

Use of Web Beacons

Web beacons, which are also known as web bugs or pixel tags, are often used in combination with cookies. They are images, often transparent, that are part of web pages. With the assistance of a cookie, web beacons may collect the IP address of your computer, the URL of the page the web beacons comes from and the time it was viewed, or other personal information. For example, web beacons may add information to a personal profile of what sites a person is visiting and to determine what banner ads to display based on the profile. Another use of web beacons is to provide an independent accounting of how many people have visited a particular website and to gather statistics about web browser usage at different places on the Internet.

Use of Web Browser Do Not Track and Other Similar Mechanisms

You may set your web browser to disable the ability for one or more websites to track your usage. For example, as stated above under the heading "*Use of Cookies,*" you may choose to set your browser to reject cookies. We may not be able to respond (and make no representation that we will) or take any action when it comes to certain "do not track" technologies due to technology and industry standards constantly evolving. Also, we are unable to respond or take any action when you access third party websites or online services. Further, please note that if you set your browser to disable cookies or other tracking mechanisms, then your experience using our online services may not be the same depending on the particular service. Specifically, functionality of a service may be limited, may not function properly, or may not work at all. These functionalities include, but are not limited to, settings as to screen size and appearance, logon verification, and pre-populated information.

7. GOGO PARTNER APP

The GoGo Partner App is a mobile application designed for use by real estate agents. The App provides real estate agents with a mobile app tool that allows agents to engage with consumers who are involved with home buying activities.

7.1 INTENDED USE AND LIMITATIONS

Real estate agents who use the GoGo Partner App hereby consent to allow the App to connect to their local Multiple Listing Service (“MLS”) in order to use certain features of the App.

7.2 USE OF OPEN HOUSE FEATURE OF THE APP

Real estate agents can use the Create Open House feature of the GoGo Partner App to publicize an open house event to various social media sites. The GoGo Partner App can also be used on a mobile tablet to act as a digital guest registry for visitors to an Open House.

7.3 PREQUALIFICATION OF CONSUMERS

Consumers who do sign in using the Open House sign in features of the GoGo Partner App will be given an opportunity to request a loan prequalification from New American Funding by clicking the button “Get Prequalified” during their digital registration for an Open House.

8. MONITORING

We reserve the right to monitor use of the Websites. In addition, we reserve the right to collect, maintain, indefinitely store, and use (at our sole discretion and without limitation) any or all data from your use of or interaction with the Websites including, but not limited to data input by you and analytical data on the functioning, operation, use, and use patterns on, with, and of the Websites. By your use of the Websites, you acknowledge, understand, and agree that we are not obligated to monitor, collect, store, maintain, or return any data from your use of or interaction with the Website and shall not have any liability for the failure to do so.

9. INDEMNITY

As a condition of use of the Websites and our services, you agree to hold harmless, defend, and indemnify NAF and our affiliates, vendors and licensors, and all of our and our affiliates, vendors, licensors, employees, officers, directors, agents and representatives, from and against any and all liabilities, expenses (including attorneys’ fees), losses, 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 your breach of this Agreement or any provision herein, including any use of Content other than as expressly authorized by this Agreement.

10. DISCLAIMERS OF WARRANTIES

The Websites, including all Content, additions, changes and/or improvements, are provided “as-is”. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice or other content available through the Websites.

To the fullest extent permissible under applicable law, NAF disclaims all warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Websites. NAF makes no representation or warranty regarding the content or operation of the Websites, web pages, or use thereof. The webpages’ content

on or available through the Websites could include inaccuracies or typographical errors and could become inaccurate because of developments occurring after their respective dates of preparation or publication. NAF shall have no obligation to maintain the currency or accuracy of any web page content on or available through the Websites.

You acknowledge and agree that NAF is not, and shall not be, responsible for the results of any defects that may exist in the Websites or their operation. NAF makes no representation or warranty that (a) the operation of the Websites will meet your or any other user's requirements; (b) access to the Websites will be uninterrupted, timely, secure, or free of errors, viruses or other harmful components; or (c) any defects in the Website will be corrected. You agree that you, and not NAF, will bear the entire cost of all servicing, repair, correction or restoration that may be necessary for your data, software programs or computer equipment because of any viruses, errors or other problems you may have as a result of using, visiting, or interacting with the Websites.

11. TERMINATION OF USE

You acknowledge and agree that NAF may, at any time, in its sole discretion, limit, modify, suspend, or terminate your access, use of, or interaction with the Websites with or without cause and with or without delivering notice or explanation to you. This right is in addition to all other rights and remedies available to NAF under this Agreement and those provided by law.

12. SUBSCRIPTION AND CANCELLATION

NAF reserves the right to implement a subscription term and fee for the use of its Websites and/or Apps. The Company further reserves the right to offer different types of subscriptions and fees. NAF reserves the right to implement a subscription fee and term at any time by providing notice to you on the Websites or Apps.

If a subscription fee and term is implemented, you will receive written confirmation when your subscription offer has been accepted. Processing of an application or fee for a subscription does not signify acceptance of the subscription offer.

Unless specifically stated otherwise in any subscription offer or other promotion pertaining to your specific subscription, you have the right to cancel your subscription at any time. Cancellation shall take effect at the end of the then-current subscription period and no refunds, credits, or exchanges will be provided for that subscription period. You may exercise your option to cancel through the use of the digital tools on the Website or in the App, or by contacting us directly.

13. LIMITATION OF LIABILITY

Neither NAF nor its subsidiaries, affiliates, vendors, or licensors (or any of their employees, agents, officers or directors) shall be held liable for any direct, indirect, punitive, incidental, special or consequential damages or other injury, harm, or damage arising out of or in any way connected with the use or the inability to use the Websites 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 through or from 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 our 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 conduct, negligence, strict liability or otherwise, even if NAF and/or our affiliates, vendors and/or licensors have been advised of the possibility of damages.

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall the collective total liability of NAF and its subsidiaries, affiliates, vendors, or licensors (or any of their employees, agents, officers or directors) to you for damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you, if any, in accessing, interacting with, or using the Websites or any Content thereon.

In no way does this Agreement require New Jersey consumers to waive any rights otherwise protected under the Truth-in-Consumer Contract, Warranty and Notice Act.

14. REASONABLE EFFORTS

While NAF will use commercially reasonable efforts to have your application fully processed and closed on or before any applicable rate lock expiration date (if any) and/or anticipated closing date, some processes are not under our reasonable control. For instance, and without limitation, NAF cannot be responsible for delays in loan approval or closing due to any of the following: the untimely receipt of an acceptable appraisal; the untimely receipt of required documentation; your existing home not selling; or matters disclosed by a title commitment or survey.

15. DISCLOSURES AND LICENSES

For disclosures, please visit: <http://www.newamericanfunding.com/disclosures.aspx>.

For our licensing information, please visit: <http://www.newamericanfunding.com/licensing.aspx>.

16. DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of the Websites, to the goods or services provided by us, or to any acts or omissions for which you may contend we are 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 pursuant to the most recent published AAA's Consumer Arbitration Rules. The arbitration shall be venued in a location reasonably convenient to you, the Website user, but only in jurisdictions in the United States and the District of Columbia where NAF is licensed to provide mortgage related services. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the parties shall agree on an arbitrator mutually agreeable to both parties, but in the event the parties cannot agree, each shall

select one AAA arbitrator and the two selected arbitrators shall select a separate AAA arbitrator to preside over the arbitration. Should the AAA decline to accept a matter submitted for individual (non-class) arbitration under this Agreement, the parties shall jointly select another arbitrator. In the event the parties are unable to agree on a neutral arbitrator, each shall select one arbitrator and the two selected arbitrators shall select a separate arbitrator to preside over the arbitration. To begin the arbitration process, a party must make a written demand therefor.

To the extent it does not violate any applicable law, the arbitration fees and costs shall be split equally between the parties.

Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this agreement with 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 NAF will be resolved by binding arbitration. You thus give up your right to go to court or jury 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 with any court order and are binding. By using the Websites and/or our goods, facilities and services, you consent to these restrictions including the selection of binding arbitration as the sole venue and jurisdiction for dispute resolution arising out of or related to this Agreement

This Agreement and its provisions shall be construed, interpreted, governed, and applied in accordance with the laws of the State of California, excluding its conflict of law principles.

17. OTHER TERMS

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites) constitutes the entire agreement between you and us and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to the Websites and information, software, products and services associated with it.

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 a legal proceeding 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.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.