

TERMS OF USE

Effective Date: January 1, 2017

Terms of Use Agreement for All Services and The Website

IMPORTANT – READ CAREFULLY. THESE TERMS AND CONDITIONS DEFINE THE RELATIONSHIP BETWEEN INTELLILOAN HOME MORTGAGE, INC. DBA INTELLILOAN (“INTELLILOAN”, “WE” OR “US”) AND THE PERSON (“YOU”) ACCESSING THIS WEBSITE OR OTHERWISE USING OUR SERVICES. YOU MAY USE OUR SERVICES ONLY IF YOU ARE 18 YEARS OF AGE OR OLDER, YOU HAVE THE CAPACITY TO FORM A BINDING CONTRACT, AND YOU ARE NOT A PERSON BARRED FROM ACCESSING THE SERVICES UNDER THE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY, ORGANIZATION, GOVERNMENT, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO. IF YOU CANNOT CONFIRM THE FOREGOING, THEN YOU MUST NOT AGREE TO THESE TERMS AND CONDITIONS AND MAY NOT USE OUR SERVICES. YOU MAY USE OUR SERVICES ONLY IN COMPLIANCE WITH THESE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS.

YOUR USE OF THIS WEBSITE, AND YOUR USE OF ANY SERVICES OFFERED BY INTELLILOAN THROUGH THIS WEBSITE OR THROUGH ALTERNATIVE METHODS, SUCH AS TELEPHONE, E-MAIL, TEXT, OR FACSIMILE, ARE SUBJECT TO THESE TERMS OF USE. BY ACCESSING, BROWSING, USING, OR CLICKING ON ANY WEB PAGE BEYOND THE HOME PAGE OR THROUGH, YOU ACCEPT AND AGREE TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO, AGREEING TO RECEIVE IMPORTANT NOTICES, DISCLOSURES, AND OTHER COMMUNICATIONS (“COMMUNICATIONS AND DISCLOSURES”). YOU ACKNOWLEDGE AND AGREE THAT BY DOING SO, YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT. YOU WILL NOT BE PERMITTED TO USE OUR SERVICES UNLESS AND UNTIL YOU ACCEPT THIS AGREEMENT AND ANY OTHER RULES OR POLICIES THAT WE MAY CREATE AND MAKE AVAILABLE ON OUR WEBSITE FROM TIME TO TIME.

Agreement Regarding Terms and Conditions

The Terms and Conditions contained in this Terms of Use Agreement (“Terms of Use”) constitute a legally binding agreement between Intelliloan and you with respect to your use of the site and our other services. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time. You acknowledge that you have read these Terms of Use, and accept, understand, and will be bound by them. You further acknowledge that these Terms of Use, together with Intelliloan’s Privacy Policy, which is incorporated herein by reference: (i) represent the complete and exclusive statement of the agreement between you and Intelliloan relating to your access or use of our services; and (ii) supersede any proposal or prior agreement oral or written, and any other communications between the parties regarding such matters.

This site is intended for individuals who are at least 18 years or older in age and reside in the United States, specifically in a state where Intelliloan is licensed and does business in. For a list of these states, please click on the Licensing Information link at the bottom of website.

Revisions And Modifications

Intelliloan maintains the website and at any time may modify or discontinue any feature, aspect, or content of the website. Intelliloan has the right to modify the terms and conditions of the Terms of Use at any time. Any modification or change shall be effective upon posting on the website (“Changes”). No Changes will be binding unless in writing and signed by Intelliloan’s duly authorized representative or posted to the site by such representative.

By subsequently accessing, browsing, or using the website, or any page thereof, or by using the services offered through the website or through alternative methods, including but not limited to telephone, e-mail, text, or facsimile, you agree and accept to be bound by the Changes.

We may terminate these Terms of Use at any time by suspending or terminating access to our site or other services and/or by otherwise notifying you of our decision.

Website Ownership

This website is owned and operated by Intelliloan®, 4 Park Plaza, Suite 800, Irvine, California 92614; NMLS #3290.

Scope of Services; License

The site may enable access to Intelliloan’s and third party services and webpages. The site and these services are licensed, not sold, to you for use only under these Terms of Use, unless a specific Intelliloan product or service is accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to your prior acceptance of that separate license agreement. Intelliloan reserves all rights not expressly granted to you.

The license granted to you herein is limited to a personal, nontransferable, nonexclusive, non-sublicensable license to use the site and services on any computing device that you own or control. You may not distribute or make the site or our services available over a network where it or they could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the site or our services. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the site or our services, any updates thereto, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the services). Any attempt to do so is a violation of the rights of Intelliloan and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Intelliloan that replace and/or supplement the original site and/or services, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

The license granted pursuant to these Terms of Use is solely for your personal use (but not for resale or redistribution) and may not be used for any other purposes. You have no right or claim of right to any content or any unique ideas found on the site or in our services. No ownership rights are granted to you hereunder and no title is transferred hereby.

Content

All text, videos, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork, algorithms, functionalities, features and computer code, including but not limited to design, structure, “look and feel” and arrangement of the content available on the site or through the services (collectively, “Content”) is owned, controlled or licensed by or to Intelliloan, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

The site and other services are operated and maintained by Intelliloan and/or its licensors and suppliers (which may include lessors, lessees, owners, sellers, buyers, agents, brokers, multiple listing services, builders, service providers, content providers, vendors and others) (collectively, “Licensors and Suppliers”). Subject to the limited rights to use the services pursuant to these Terms of Use, Intelliloan retains all right, title and interest in and to the site and our other services, including all related intellectual property contained therein. You acknowledge that Intelliloan may enhance, supplement, modify, or remove Content at any time for any reason without notice to you, but that Intelliloan shall have no duty to update any such Content. You acknowledge that there may be inaccuracies or typographical errors in Content from time to time. Intelliloan specifically disclaims all liability for such inaccuracies or errors.

All rights, title and interest in and to the user interface and Content, including any software, on or through the site shall belong to Intelliloan or its Licensors and Suppliers, including all modifications thereof and enhancements thereto.

Unpublished rights reserved under the copyright laws of the United States.

Prohibited Uses

Except as expressly provided in these Terms of Use, no part of the site or our services may be copied, reproduced, republished, posted, publicly displayed, translated, or distributed in any way. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the site or our services, or any Content therein, in any manner.

You may not transfer or copy, without permission, any Content from the device on which you originally received Content to any other device.

You may not use the site or our services for illegal or unlawful or malicious activities, or for activities that Intelliloan deems improper for any reason whatsoever in its sole judgment, including, without limitation, by trespass or burdening network capacity. In addition to the foregoing, while using the services, you may not: (a) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information; (b) defame, abuse, harass, stalk, intimidate, bully, threaten, defame, or otherwise infringe or violate the rights of any other party, including without limitation others' privacy rights or rights of publicity; (c) access or use (or attempt to access or use) another person's account without permission, or solicit another's log-in information; (d) transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items of a destructive nature; (e) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the site or services; (f) "frame" or "mirror" any portion of the site or services; (g) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the site or services; (h) harvest or collect information about or from other users of the site or services; (i) use the site or services for any illegal activity; (j) probe, scan or test the vulnerability of the site or services, nor breach the security or authentication measures on the site or services or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the site or services; (k) send or otherwise post unauthorized commercial communications (such as spam); (l) engage in unlawful multi-level marketing, such as a pyramid scheme; (m) post content that is hateful, threatening or pornographic, incites violence, or contains nudity or graphic or gratuitous violence; (n) access or use any portion of the Content if you are a direct or indirect competitor of Intelliloan, or provide, disclose or transmit any portion of the Content to any direct or indirect competitor of Intelliloan; (o) use or distribute any Content, including Content that has been verified or confirmed by you or anyone else, to directly or indirectly create or contribute to the development of any database or product; or (p) facilitate or encourage any violations of these Terms of Use.

Intelliloan reserves the right to take preventative or corrective actions to protect itself and its users. Your use of the site and our services is conditioned in part on your compliance with the

rules of conduct provided herein, and your failure to comply may result in termination of your access to and use of our services and liability for damages caused by your noncompliance. Intelliloan is not in any way responsible for any non-conforming use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the site or our other services.

Wireless Charges

Your wireless provider may charge for use of the site or our other services, including fees for receipt of text messages or data transmission. You should contact your wireless provider to determine what fees, if any, will be charged.

Your Representations and Warranties

You represent and warrant to Intelliloan that (a) all information that you provide to us is accurate and truthful, and you will update such information with Intelliloan as soon as it changes, (b) your acceptance and use of the site and our services pursuant to these Terms of Use does not violate any applicable law or other contract or obligation to which you are a party or are otherwise bound, (c) you will not use the site or our other services in connection with any fraudulent or illegal activity or in any manner which interferes with the operations of the site and/or services, and (d) you are at least 18 years of age and have the right, power, and authority to enter into these Terms and Conditions.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SITE AND OTHER SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. INTELLILOAN AND ITS MANAGING MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COMPANY PARTIES") HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES WITH RESPECT TO THE SITE AND OTHER SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS; (B) THE QUALITY, ACCURACY, TIMELINESS, OR COMPLETENESS OF THE SITE AND OTHER SERVICES; (C) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, OR (D) CONFORMITY TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COMPANY PARTY. THE COMPANY PARTIES DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SITE OR SERVICES, THAT SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN ANY COMPANY PARTY OR THEIR REPRESENTATIVES

SHALL CREATE A WARRANTY. SHOULD THE SITE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER PROVISION OF THESE TERMS OF USE.

Limitations on Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL INTELLILOAN BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE USE OR PERFORMANCE OF THE SITE OR OUR SERVICES, WITH THE DELAY OR INABILITY TO ACCESS OR USE THE SITE OR OUR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF OR ACCESS TO THE SITE OR OUR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF INTELLILOAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACCESS TO SERVICES OR CONTENT MADE AVAILABLE OR OBTAINED THROUGH THE USE OF THE SITE OR OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS THEREFROM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

In no event shall Intelliloan's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

If you are dissatisfied with any portion of the site or our services, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the site and our other services.

Indemnification

You will indemnify and hold Intelliloan harmless with respect to any suits or claims arising out of: (a) your breach of these Terms of Use, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; (b) your fraudulent or malicious use of the site or our services, or your misuse or abuse of the site or services; or (c) your violation of applicable laws, rules or regulations in connection with your use of the site or the services.

YOU AGREE TO INDEMNIFY AND HOLD INTELLILOAN, ITS THIRD-PARTY VENDORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD-PARTY

DUE TO OR ARISING OUT OF ANY BREACH BY YOU OR YOUR AFFILIATES, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY PROVISIONS OF THESE TERMS OF USE.

Mortgage Inquiry Form

Intelliloan provides you with the option of getting started with a mortgage loan request by completing and submitting a form available on the website. The Contact Us form allow you to submit your contact information to be contacted by Intelliloan. The Apply Now form will allow you to provide information about your profile and allows you to save and submit it so that a loan officer may contact you. You will be required to create a log in account.

Credit Report Authorization

By submitting an online mortgage inquiry form to Intelliloan, you authorize Intelliloan to obtain consumer reports about you from one or more consumer reporting agencies and to use such reports for the purpose of evaluating your creditworthiness and for other business purposes.

USA PATRIOT ACT Information

In order to protect against identity theft, the funding of terrorism and money laundering activities, and to help attempt to verify your identity, Intelliloan may obtain, verify and record information that identifies each applicant on a loan request. During the loan process, Intelliloan will require you to provide identifying documentation to sufficiently identify you.

Login Credentials

When you create a log in account to submit your information, please ensure to protect and maintain the confidentiality of any user identification, password, or other identifying information (“credentials”) you may have in connection your use of this website. You are solely responsible for maintaining the confidentiality of your credentials. You agree to notify Intelliloan immediately if you believe that your credentials have been lost, stolen, or compromised.

Indemnification

You agree to indemnify and hold harmless Intelliloan, its officers, directors, employees, representatives, and agents, from and against all claim losses, causes of action, liability, damages costs and expenses, including reasonable attorney’s fees, costs and expenses relating to, or arising from, or in connection with your breach of the Terms of Use.

You also acknowledge and agree to hold Intelliloan harmless from any and all damages or claims that may arise at any time from any access to or use of the website by any person or entity to whom you have provided your credentials.

TCPA Consent; TCPA Arbitration Agreement

By providing your telephone number(s) to Intelliloan, you expressly consent that we may contact you by telephone and/or mobile device (including via voice calls and text messages) to provide

you with information about your application or loan, and for other business purposes, and that such calls and/or messages may be placed using of an automatic telephone dialing system and/or an artificial or prerecorded voice. You authorize Intelliloan to contact you by these means and for these purposes even if your telephone number(s) currently are listed on any corporate, state, or federal Do-Not-Call lists. You further represent and warrant that you are the current subscriber or customary user through a family or business calling plan of the telephone number(s) you have provided and that you have the authority to provide the consent described above to be contacted at such number(s). You may revoke your consent at any time by contacting Intelliloan at (888) 743-1853 or at Intelliloan, 4 Park Plaza, Suite 800, Irvine, California 92614, Attn: TCPA Opt Out.

DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this carefully. It affects your rights.

You and Intelliloan agree that any dispute, claim or disagreement between us with respect to this TCPA Consent or with respect to any telephone calls placed pursuant hereto (a “Dispute”) shall be resolved exclusively by arbitration, except as specifically provided below.

Arbitration replaces the right to go to court, including the right to a jury trial and the right to participate in a class action or similar proceeding. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis. Class arbitrations and class actions are not permitted.**

Arbitration Agreement:

(1) References to “Intelliloan” “you,” and “us” include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries under this or prior Agreements between us.

(2) Intelliloan and you agree to arbitrate all Disputes between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including, but not limited to:

- claims arising under the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and other federal and state consumer financial protection laws);
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);

- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

You agree that, by entering into this Agreement, you and Intelliloan each is waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

(2) This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, rather than any state arbitration law, governs the interpretation and enforcement of this provision.

(3) The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “Rules”) by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your home.

(4) If you initiate the arbitration, you will be required to pay the first \$200 of any filing fee, except where prohibited by law. Intelliloan will pay any filing fees in excess of \$200 and will pay all of the arbitration fees and costs. If Intelliloan initiates the arbitration, Intelliloan will pay all of the filing fees and all of the arbitration fees and costs.

We will each bear all of our own respective attorney’s fees, witness fees, and costs unless the arbitrator decides otherwise.

(5) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

(6) All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and Intelliloan.

(7) The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

(8) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Intelliloan may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Intelliloan agrees that it will not seek such an award.

(9) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours.

(10) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND INTELLILOAN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Intelliloan agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any part of this paragraph or of this Section is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND INTELLILOAN EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND INTELLILOAN AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

BECAUSE YOU AND INTELLILOAN HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED HEREIN, YOU AND INTELLILOAN WILL NOT HAVE THE RIGHT TO LITIGATE SUCH DISPUTES IN COURT, OR TO HAVE A JURY TRIAL ON SUCH DISPUTES, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR INTELLILOAN WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Licensing

For information about our licenses, please click the Licensing Info link at the bottom of the Home Page.

Privacy and Security

Any information you provide to Intelliloan through your use of our services is subject to the terms of our Privacy Policy. For information about our Privacy Policy, please click the Privacy Policy link at the bottom of the Home Page. By entering into these Terms of Use, you represent that you have read, understood and accepted the Privacy Policy.

Miscellaneous

You may not use or otherwise export or re-export any software provided to you through our services except as authorized by United States law and the laws of the jurisdiction in which the software was obtained. In particular, but without limitation, such software may not be exported or re-exported: (a) into any U.S. embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the site or our other services, you represent and warrant that you are not located in any such country or on any such list.

Any such software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Interpretation; Notices

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, 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 Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Except as otherwise specified in these Terms of Use, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery,

(b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email. Except as otherwise expressly provided herein, notices to us must be sent in writing to the following address:

Intelliloan
4 Park Plaza, Suite 800
Irvine, CA 92614

Notices to you may be sent to the email address you provide to Intelliloan. These addresses may be updated from time to time upon written notice to the other party.

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise. Intelliloan may assign its rights and privileges under these Terms of Use without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or to an affiliate, or in connection with a change in control. Subject to the foregoing, these Terms of use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Termination

Intelliloan, and its licensors, reserve the right to change, suspend, remove, or disable access to the site and/or any other services at any time, without notice. In no event will Intelliloan be liable for the removal of or disabling of access to the site or any services. Intelliloan also may impose limits on the use of or access to certain services, in any case, and without notice or liability.

These Terms of Use will continue to be in effect for as long as we allow You access to and use of the site and/or our other services, subject to any updates or revisions which we may make from time to time. Your rights under these Terms of Use will terminate automatically without notice from Intelliloan if you fail to comply with any term(s) of this agreement, but Intelliloan reserves the right to terminate your participation privileges at any time, with or without cause.

Upon termination of this agreement, you shall cease all use of the site and our services, and destroy all copies, full or partial, of any software provided to you in connection therewith.

Third-Party Materials

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