

TERMS OF USE AGREEMENT FOR ALL SERVICES AND THE WEBSITES

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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, including but not limited to escrow, title insurance companies, escrow companies, credit report providers, appraisal management companies, appraisers, home inspection companies, home warranty companies, transaction coordinators, or real estate professionals. The terms "us", "we", or "our" 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 operates the Websites and 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. This technology works with any modern web browser such as Firefox, Google Chrome, Safari, Microsoft Edge, Opera, Brave, or Internet Explorer. You can verify that your communications with LENDERLINE are secure by checking for the key or lock icon on your browser.

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

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 or authorized to conduct business (please see the Disclosures and Licenses section of our Website. 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. LENDERLINE expressly reserves 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.

Copyright, Trademark, and Service Mark Notices

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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 LENDERS OR PROVIDERS 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, LENDERS, 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

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/or its Lenders or Providers 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. However, if you wish to obtain a paper copy of any Disclosure or communication, you may write to LENDERLINE, 23 Corporate Plaza Drive, 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 AND/OR ITS LENDERS AND PROVIDERS 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 and/or Providers. After your Request is transmitted to one or more of our Lenders or Providers, and after you decide to continue to pursue your Request, then you and the Lender or Provider 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 with an Internet security professional.

Your Ability to Access Electronic Disclosures

BY SUBMITTING YOUR REQUEST, YOU ACKNOWLEDGE THAT YOU CAN ACCESS ELECTRONIC DISCLOSURES.

Withdrawing Consent

You may withdraw your consent to do business electronically with LENDERLINE at any time at no cost to you. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures and communications will not be affected.

To withdraw your consent to do business electronically with any Lender or Provider, please contact the Lender and Provider at the mailing address, email address or telephone number they provide with their offer.

Changes to Your Contact Information

You should keep us informed of any change in your electronic or mailing address. You may contact LENDERLINE by telephone at (888) 661-7888 regarding any such changes. Or you may write to us at LENDERLINE, 23 Corporate Plaza Drive, Suite 150, Newport Beach, CA 92660. Or you may email us at info@lenderline.com.

Privacy Policy

Our Privacy Policy explains the policy applicable to the information that is collected through the Websites or received from you, and is hereby incorporated by reference into our Agreement.

Indemnity

As a condition of use of the Websites and/or LENDERLINE's services, you agree to indemnify LENDERLINE and/or its Lenders or 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 our 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 venue for arbitration shall be 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, You and LENDERLINE will each pay their respective filing fee, plus the costs associated with the arbitration. 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.

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