

# Terms and Conditions

## TERMS AND CONDITIONS

YOUR USE OF THIS WEBSITE AND YOUR TRANSACTIONS CONDUCTED WITH SPECIALIZED LOAN SERVICING LLC ON BEHALF OF GMFS MORTGAGE (HEREAFTER REFERRED TO AS “THE COMPANY”) IN CONNECTION WITH THIS WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, ALSO REFERRED TO AS “TERMS OF USE.” CLICKING ONTO WEB PAGES BEYOND THE WEBSITE’S HOMEPAGE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT WITH THE TERMS OF USE WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH THE COMPANY AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION ON THE WEBSITE. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MAY NOT USE THIS WEBSITE.

THESE TERMS AND CONDITIONS SPECIFICALLY APPLY TO USERS IN THE UNITED STATES. THESE TERMS AND CONDITIONS ARE LEGALLY BINDING. PLEASE READ THEM CAREFULLY.

YOU AGREE THAT:

- your use of this website is subject to and governed by these Terms of Use,
- you will only access or use this website and transact business with us if you are at least 18 years old,
- you will comply with and be bound by these Terms of Use as they appear on this website each time you access and use this website,
- each use of this website by you indicates and confirms your assent to an agreement to be bound by these Terms of Use

### Location

You understand and acknowledge that the Company controls and operates this website from within the United States of America. This website provides information regarding services and products that are made available in the United States only. We make no representation that the services or products about which information may be provided on this website will be available (a) anywhere outside of the United States, or (b) in every state within the United States. You acknowledge and agree that you are responsible for compliance with all federal, state, and local laws applicable to your access to and use of this website.

### Access

Your access and use of the website is solely as a customer of the Company. The purpose of the website is to allow a customer to access the website to conduct mortgage servicing related business (to view your account(s), conduct online transactions, and update the data in your account(s)) with the Company as a bona fide customer of the Company. If you access or use the website in a manner inconsistent with or in violation or breach of these terms and conditions, you will be liable to the Company and be responsible for any damages, losses or liabilities incurred by the Company arising from or relating to such inconsistency, violation or breach, and the Company may terminate your access, block your future access, and/or seek such additional relief as the circumstances regarding any inconsistency, violation or breach by you indicate is proper.

You are responsible for obtaining access to the website, including access to the Internet via an Internet Service Provider (ISP) and any associated costs such as online telephone charges, text message charges, and for maintaining your computer system and any other equipment you may need to access the website. The Company makes no warranties regarding the access, speed, timeliness or availability of the Internet or network services.

You are responsible for furnishing your email address and your contact information, if applicable, to the Company, for notifying the Company of any changes to your email address and contact information, for maintaining email services and for checking your email account regularly for new mail from the Company.

The Company reserves the right to make any changes to the website and website services without notice that it considers necessary, desirable or in your interest or that of the Company or its clients. The Company shall not be responsible in the event that any change to the website or website services means that you are no longer able to access the website or website services.

If your account has more than one owner, you agree that any electronic communications or transactions made through the website are made with the authority of any and all other owners, and that those electronic communications or transactions will be binding on such other owner(s). If conflicting instructions are received from other account owners, the Company may, in its sole discretion, choose which instructions to follow and which to disregard.

You understand and agree that you are responsible for maintaining the confidentiality of your User ID and Password, and agree not to provide them to any other person or entity. You specifically agree that you are solely responsible for any actions entered through the website by you or by others who obtain access by using your User ID and Password, whether or not such access is authorized by you. If you allow any other person or entity to access the website, you will defend and indemnify the Company against any and all liability, costs, or damages arising out of claims or suits by third parties based on or relating to such access or use. You agree that the Company is not responsible for any damages or losses resulting from any breach of security caused by your failure and/or the failure of other persons not engaged by or on behalf of the Company, its affiliates, agents, or subcontractors, or who obtain access through you to maintain the confidentiality of your User ID and Password.

You agree to notify the Company immediately at 1-866-392-1860 if you suspect that your User ID and/or Password have been lost or stolen, or that an unauthorized person or entity has obtained access to the website using your User ID and Password. As a precaution, the Company recommends that you change your User ID and Password periodically.

The Company wants to make your online experience satisfying and safe. Our aim is to safeguard the privacy and security of your personal information while providing a personalized service that meets your individual preferences and needs. The Company's Privacy Policy tells you how we protect your privacy and the confidentiality of your information.

#### **No Guarantee as to Information/Limitation of Liability**

The Company will take reasonable care to ensure that information regarding your account is accurate. However, you should note that certain information provided through the website, such as the account balance held, may be updated on an end-of-day basis or settlement date basis and not on a real-time basis. As a result, you should take into account any recent transactions when determining your loan balance, such as recent payments or advances from your HELOC line. The Company does not guarantee the accuracy, completeness, sequence, or timeliness of account information through this website, and is not responsible for indirect, consequential, or special damages you may incur through reliance on the information or the accuracy, completeness, sequence, or timeliness thereof, or for any delays or errors in the transmission or delivery of any part of the information or website.

The website and any account information provided to you as part of accessing the website are for general information and your personal, non-commercial use only. Use of the website is entirely voluntary and at your own risk. You may stop using the website at any time.

**THE WEBSITE AND INFORMATION ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, ARISING OUT OF USE OF THIS WEBSITE OR RELIANCE ON THE INFORMATION PROVIDED OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE.**

#### **Information Provided by Third Parties**

Market-related and other financial information such as charts, research and news made available to you on this site as a convenience by the Company is provided via a direct link from agents and vendors with whom the Company has

licensing arrangements ("Third Parties"). Such information may be reported on a delayed, rather than a real-time basis. The Company has no control over, is not responsible for, and does not endorse or approve Third Parties information. You understand and agree to indemnify and hold the Company and Third Parties harmless for any loss or damage arising from the following: your use of, inability to use, or reliance on such data or information, including any inaccuracy, error, delay, omission, non-performance, or interruption of any such data due either to any negligent act or omission of such Third Parties, or to any major force, including but not limited to flood, extraordinary weather condition, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications, power failure, equipment or software malfunction, or other cause beyond the reasonable control of the Company or Third Parties.

#### **Links to Other Websites**

The Company may provide a link, in its sole discretion, to other websites on the Internet for your convenience in locating related information and services. The Company has not reviewed such websites and such websites are maintained by third parties over which the Company has no authority or control. Thus, the Company expressly disclaims any responsibility for the content, the accuracy of the information and material on such website, and/or the quality of products or services provided by such third-party websites. The links to such website do not imply an endorsement or other recommendation by the Company of any kind.

#### **Intellectual Property Rights**

The Company represents that the website, its content, programming, and software either belong to the Company or are licensed for use by the Company, and are protected by copyright, trademark, trade secret, patent and any other applicable intellectual property and other laws. You agree not to use, reproduce, copy, or modify any part of the information or website for any unlawful purpose. You also agree to comply with any reasonable request from the Company or Third Parties to protect the property rights of the owner of that part of the information or website.

#### **Validity**

In the event that any part of these Terms and Conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.

#### **Changes to Terms and Conditions**

The Company may change or amend these Terms and Conditions at any time. **YOU SHOULD REVIEW THESE TERMS AND CONDITIONS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE.** Your continuing access or use of the Website constitutes your acceptance and agreement of any change or update, all of which shall become effective and be controlling when posted.

#### **Governing Law and Jurisdiction**

These Terms and Conditions, and all matters arising out of the use of this website, shall be governed, construed, and interpreted according to the laws of the United States and the State of Colorado, without giving effect to conflict of law principles thereof. The services described and information provided through the Website are directed to and are intended to be made available only to persons in the United States and are not intended for distribution to, or use by, any person in any other country or any jurisdiction where such distribution or use would be contrary to law or regulation or that would subject the Company to any registration requirement within such jurisdiction or country.