

PrimeLending, a PlainsCapital Company  
User Agreement and Online Privacy Policy  
Last Revised and Effective: July 15, 2016

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## **I. INTRODUCTION**

Please read this User Agreement (this “Agreement”) and Online Privacy Policy carefully. In this User Agreement and Online Privacy Policy:

- “We,” “us,” and “our” means PrimeLending, a PlainsCapital Company;
- The “Site” means any web site, mobile site, or application we provide that includes a link to this Online Privacy Policy;
- The “Service” means any information, documents, assistance, or services we may provide to you through our Site; and
- “You” and “your” mean anyone who visits, accesses, or uses our Site or obtains Services from us through our Site.

You can access this Agreement and Online Privacy Policy any time in the footer of the Service’s home page or initial screen. Your access, visitation and/or use of the Service, including without limitation any registration on any aspect of the Service, constitutes your agreement to this Agreement and Online Privacy Policy. If you do not agree with the terms and conditions of this Agreement and Online Privacy Policy, you may not access, visit and/or use the Service.

This Agreement and Online Privacy Policy may change from time to time. Each time you visit, access or use our Site, you may select the link to the Online Privacy Policy on the Site to review the terms that apply to your visit and use of the Site and our related Services. The date of the most recent revisions appear at the top of the Online Privacy Policy, so check back often for changes. Each time you visit, access, or use the Site or any related Services, you agree to the terms of the Online Privacy Policy then shown on the Site, including its most recent revisions. If you do not agree with the terms of the Online Privacy Policy, you may not access, visit, or use the Site or any of its related Services.

Among other things, this Agreement governs all text, articles, photographs, images, graphics, illustrations, creative, copy, artwork, video, audio, music, podcasts, ringtones, games, trademarks, trade names, service marks, and other brand identifiers, designs, plans, software, source and object code, algorithms, data, statistics, analysis, formulas, indexes, registries, repositories, and all other content, information, and materials (collectively, “Content”) available

on or through the Site and its related Service, whether posted, uploaded, transmitted, sent or otherwise made available by us, our licensors, vendors, and/or service providers.

The Online Privacy Policy describes how we treat personally identifiable and other information about you and your computer, mobile or other device when you access, visit or use the Site and its related Services. The [Financial Privacy Policy \(click link to review\)](#) describes how we treat personally identifiable information about you if we provide a financial product or service to you. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and Online Privacy Policy and the terms of the Financial Privacy Policy, the terms of the Financial Privacy Policy control. In the event of any other conflict between the terms and conditions of this Agreement and Online Privacy Policy, and any rules, restrictions, limitations, terms and/or conditions that may be posted at various points in the Service or otherwise communicated to users of the Service, the terms of this User Agreement and Online Privacy Policy shall control.

## **II. MONITORING AND COMPLAINTS ABOUT THE SERVICE AND THE CONTENT**

### **A. Monitoring**

We strive to provide an enjoyable online experience for you, so we may monitor your activity on the Service to foster compliance with this Agreement. You agree to such monitoring. We do not make any representations, warranties or guarantees that: (1) the Service, or any portion thereof, will be monitored for accuracy or unacceptable use, or (2) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with this Agreement.

### **B. What to Do if You Have a Complaint About the Service and the Content**

If you have a complaint about the Service or the Content, please do the following:

**Copyright Complaints:** If you have reason to believe that your Content has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Site and its related Services contains links or other references to another site, application, destination or service that contains Content or activity that infringes your copyright rights, you may notify us as described below in the section entitled Copyright Complaints.

**Cybercrime:** If you have reason to believe you may be the victim of an online crime, such as identity theft, fraud, infringement, or hacking, you may contact the Internet Crime Complaint Center, at [www.ic3.gov](http://www.ic3.gov), a partnership between the Federal Bureau of Investigation (FBI), the National White Collar Crime Center (NW3C), and the Bureau of Justice Assistance (BJA).

### **III. REGISTRATION AND ACCOUNT/PROFILE CREATION**

A. We, or third-party service providers on our behalf, may at times require that you register and/or set up an account/profile to access, visit and/or use certain portions of the Service, such as Apply Now, or the Service as a whole, in which case you may be provided, or required to choose, a password and/or User ID, and you may provide a credit, debit, or charge card number, or other payment information, as well as your name, telephone number(s), email and/or street address, and other personally identifiable information. Other information, such as your age, gender, and the number for your mobile or other device may also be requested. You may be asked to send us similar information via messaging (e.g., email, SMS, MMS, or other technologies). All such information is referred to in this Agreement as your “Registration Information.” We may use and share your Registration Information as described in our Online Privacy Policy.

B. You agree, represent, warrant, and guarantee that all Registration Information provided by you is true, accurate, complete, up-to-date, and solely yours. You must not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account/profile on the Service. If any of your Registration Information changes, you must update it promptly by using the mechanism or contact information on the Service that allows you to change or update your Registration Information, if available. If no such mechanism or contact information is available on the Service, please notify us by contacting your Consumer Relations Officer as described in our Online Privacy Policy below.

**WE AND OUR INDEMNITEES (AS DEFINED BELOW), SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION. NEITHER WE NOR OUR INDEMNITEES SHALL BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.**

C. We reserve the right at any time, with or without notice, to remove or require a change to or repossess any password and/or User ID that has been provided to you or other Registration Information, or otherwise change the access means or methods for portions of the Service, the Service as a whole, or certain products and/or services.

D. You are solely responsible for maintaining the confidentiality of your Registration Information. You must not authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use the Service by use of your account/profile and/or Registration Information. You must not access and/or use anyone else’s Registration Information, or access, visit and/or use the Service by use of anyone else’s account/profile and/or Registration Information. You must not sub-license, transfer, sell, rent or assign your Registration Information to any third party without our written approval. Any attempt to do so is a material breach of this Agreement.

E. You are solely responsible for all access or visitation to, usage of, or activity on, your account/profile including, but not limited to, use of the account/profile by any person who uses your Registration Information, with or without authorization, or who has access to any computer, mobile or other device on which your account/profile resides or is accessible. You acknowledge and agree that we may, and you specifically authorize us to, process all transactions, including without limitation requests for additional products and/or services, including without limitation Content, that are initiated by use of your Registration Information.

F. If you have reason to believe that your account/profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must immediately change the affected Registration Information by using the mechanism or contact information on the Service, if available, and/or delete the account/profile; if you cannot do so, please immediately notify our Consumer Relations Officer as described in our Online Privacy Policy below.

#### **IV. RULES OF USAGE:**

##### **A. Your Use of the Service:**

1. The Service is not intended for users under the age of 13, and we do not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from registering for the Service or submitting their personally identifiable information to us, and from using portions of the Site and its related Service for which registration is required.

2. You must ensure that all equipment, hardware, software, products and/or services you use to access, visit, or use the Service does not disturb or interfere with our operation of the Service, or impede or interfere with others' access, visitation and/or use of the Service. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Service any equipment, hardware, software, product and/or services that interfere with us, our licensors, vendors, service providers, the Site, its related Service or any Content.

3. If you provide us with the number for a mobile or other device, or we obtain the device identifier for a device you use, you agree, represent, warrant, and guarantee that such device is registered in your name and owned by you or that you have permission of the device owner(s) to utilize it.

4. Unless otherwise specified, the Service is intended for your personal, non-commercial use only. You are solely responsible for all usage of, or activities on, the Service by you and by those you authorize or allow to use, or provide access to, the Service, for example, by authorizing or allowing access to your account/profile or any computer, mobile or other device on which the Service resides or is accessible.

5. You must comply with all applicable import and export control laws, rules, and regulations of the United States and other countries, and you must not transfer, by electronic transmission or

otherwise, any Content subject to restrictions under such laws, rules, or regulations to a site, application, destination, location, person or entity, or for an end use, prohibited thereby.

6. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. Content that is provided by us, our licensors, vendors and/or service providers, including without limitation photos, images, text, music, audio, videos, podcasts, trademarks, trade names, service marks and other brand identifiers, the organization, design, compilation, and "look and feel" of the Service, and all Content thereon, is protected by local, state, federal, provincial, national, international, and foreign copyright, trademark and other intellectual property laws, rules, and regulations, and is the property of us or our licensors, vendors and/or service providers.

8. Certain Content may be made available to you on or through the Service for download, installation, and/or streaming on your computer, mobile or other device, and via Real Simple Syndication (RSS), such as photos, images, text, music, audio, videos, podcasts, ringtones, games, graphics, or software. Such Content is subject to the same terms, conditions, limitations and restrictions applicable to all Content provided by us, our licensors, vendors and/or service providers. You must, in addition to all of your other obligations, use this Content only to the extent expressly authorized for the particular Content, and you may not use such Content in a manner that exceeds such authorization.

## **B. Prohibitions on Your Use of the Service:**

1. Absent explicit prior written consent in certain situations, you must not, nor may you allow, enable, authorize, instruct, encourage, assist, suggest, inform, or promote that others, directly or indirectly, do any of the following for any reason:

- access and/or use anyone else's Registration Information, or access, visit and/or use the Service by use of anyone else's account/profile and/or Registration Information;
- make any commercial, advertising, promotional, or marketing use of the Service and/or Content, including without limitation the photos, images, text, music, audio, videos, podcasts, trademarks, trade names, service marks and other brand identifiers of us, our licensors, vendors, and/or service providers obtained on or through the Service, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, us or the Service;
- impersonate, imitate or pretend to be somebody else, by setting up different accounts/profiles or otherwise, or falsely state, represent, or imply any affiliation, association, or connection with a person or entity when using the Service;
- authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use the Service by use of your account/profile and/or Registration Information;

- falsely state, represent, or imply any affiliation, association, or connection between any person or entity, including without limitation you, your company, or your site, application, destination or service, with the Service, us, or our licensors, vendors and/or service providers;
- use any bots, cheats, macros, scripts, or run Maillist, Listserv or any form of auto-responder, or use any other automated process, or engage in meta-searching or periodic caching of information, to access, visit and/or use the Service, including without limitation to post, upload, transmit, send, or other make available Content on or through the Service;
- copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Content, including without limitation photos, images, text, music, audio, videos, podcasts, data, software, source or object code, algorithms, statistics, analysis, formulas, indexes, registries, repositories, or any other information available on or through the Service, including by an automated or manual process or otherwise, if we have taken steps to forbid, prohibit, or prevent you from doing so;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, or erase any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Service, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, or use any Content obtained on or through the Service, in whole or in part, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, us or the Service;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, or otherwise attempt to derive any source code or underlying ideas or algorithms of the Service, in whole or in part, including without limitation any Content, communications, messaging, programming, hardware, functionality, or features on our networks, servers or databases, or otherwise reduce the Service, in whole or in part, to a human perceivable form;
- access, other than connecting to our servers by http requests using a browser, or disrupt, overwhelm, attack, hack, destroy, damage, disable, impair, alter, tamper or interfere with, the Service including without limitation any Content, communications, messaging, programming, hardware, functionality, or features on our networks, servers or databases, or impede or interfere with others' access, visitation, and/or use of the Service, in any way or by any means, whether remotely or by access to our personal property, premises, or otherwise, including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Service or otherwise;
- post, upload, transmit, send or otherwise make available on or through the Service any software disabling devices, time bombs, Trojan horses, cancelbots, viruses, worms, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature; or hyperlink to the Service without our written permission.

2. CAUTION: ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICE, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK ALL AVAILABLE CIVIL AND CRIMINAL LEGAL REMEDIES, INCLUDING, WITHOUT LIMITATION, DAMAGES, COSTS, AND ATTORNEYS' FEES FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

### **C. Editing, Additions and Deletions:**

We may, but undertake no duty, in our sole discretion, with or without notice, to review, edit, move, add, delete, or otherwise change any features, functionality, and/or Content available on or through, or downloadable from, the Site and its related Service, including without limitation any Content in your account/profile. This includes updates or upgrades to content, automatic or otherwise. You agree to accept, and to take no action to interfere with, automatic upgrades or updates. Any changes to the Service may not be consistent across all platforms, computers, or devices. If you do not refresh the Service after each such change, or download the update(s) or upgrade(s), your experience may not reflect the most recent features, functionality, and/or Content, for which we and our Indemnities disclaim any and all responsibility and liability. If any changes require you to obtain new, additional, or different equipment, hardware, software, and/or telephone, mobile, wireless, Internet and/or other services, you are solely responsible for any additional expense. Even after Content is removed from your account/profile or your messages, regardless of whether such removal or deletion is by you or by us, copies of that Content may be retained and/or remain viewable by us, our licensors, vendors, service providers and/or other third parties.

### **D. Copyright Complaints:**

1. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our discretion, in addition to our other remedies, terminate, discontinue, suspend and/or restrict the account/profile or ability to access, visit, and/or use the Service of users who infringe the copyright rights of others, and we may choose to remove, delete, erase, or disable access to Content deemed to be infringing. It is our policy to terminate the access of repeat infringers.

2. If you have reason to believe that your Content has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another site, application, destination or service that contains Content or activity that infringes your copyright rights, you may notify us by providing a document via first class U.S. mail, or e-mail that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent below:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Service are covered by a single notification, a representative list of such works at the Service;
- iii. Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate such copyrighted work;
- iv. Information reasonably sufficient to enable us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- v. A statement that the complaining party has a good faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

3. **IMPORTANT: MISREPRESENTATIONS MADE IN A NOTICE CLAIMING THAT CONTENT OR ACTIVITY IS INFRINGING VIOLATES THE DIGITAL MILLENNIUM COPYRIGHT ACT AND MAY EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES). COURTS HAVE FOUND THAT YOU MUST CONSIDER COPYRIGHT DEFENSES, LIMITATIONS OR EXCEPTIONS BEFORE SENDING A NOTICE. ACCORDINGLY, IF YOU ARE UNCERTAIN WHETHER CONTENT RESIDING ON OUR SERVICE INFRINGES YOUR COPYRIGHT, YOU MAY WISH TO CONTACT AN ATTORNEY. ADDITIONALLY, PLEASE DETERMINE WHETHER THE CONTENT YOU ARE SENDING A NOTICE ABOUT IS ACTUALLY RESIDING ON OUR SERVICE BEFORE SENDING THE NOTICE.**

4. You may notify us of any copyright complaints by contacting us at: PrimeLending, 18111 Preston Rd., Suite 900, Dallas, TX 75252, Attn: General Counsel, email: [legalquestions@primelending.com](mailto:legalquestions@primelending.com).

PLEASE NOTE: THE INFORMATION WE PRESENT HERE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT LEGAL ADVICE.

#### **E. Indemnification:**

You agree to indemnify, defend and hold harmless us, our licensors, vendors, service providers, and each of our and their respective officers, directors, members, employees, independent and



sub-contractors, agents, representatives, successors and assigns (collectively, “Indemnities”) from and against any and all claims, disputes, demands, proceedings, cause of action, judgments, damages, liabilities, losses, costs or expense (including, but not limited to reasonable attorneys’ fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, “Claims”) which may arise out of or are in any way connected with your access, visitation and/or use of the Service, your Content, unauthorized use of Content obtained on or through the Service, breach or alleged breach of this Agreement, or from any of your acts or omissions in connection with the Service.

**F. Disclaimer of Warranty and Limitation of Liability:**

1. CERTAIN FEATURES, FUNCTIONALITY, AND/OR CONTENT OFFERED ON OR THROUGH THE SERVICE MAY BE HOSTED, ADMINISTERED, RUN OR OTHERWISE PARTICIPATED IN BY THIRD PARTIES. THESE SERVICE PROVIDERS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THIS AGREEMENT WHEN USING THE SERVICE. WE AND OUR INDEMNITEES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF SUCH THIRD PARTIES.

2. YOU ACKNOWLEDGE THAT YOU ARE USING THE SERVICE AT YOUR OWN RISK. THE SERVICE IS PROVIDED “AS IS”, “WITH ALL FAULTS” AND ON AN “AS AVAILABLE” BASIS, AND WE AND OUR INDEMNITEES HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED THEREIN OR PROVIDED BY US OR THE SERVICE. WE AND OUR INDEMNITEES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT ACCESS TO THE SERVICE AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE, AND WE AND OUR INDEMNITEES WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE.

3. WE AND OUR INDEMNITEES ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY

REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCESS PROVIDER, INSUFFICIENT SPACE ON USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCOUNT/PROFILE, OR ANY OTHER CAUSE OR COMBINATION THEREOF.

4. WE AND OUR INDEMNITEES ARE NOT LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE SERVICE, YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE THE SERVICE, INCLUDING DAMAGE TO YOUR COMPUTER, MOBILE OR OTHER DEVICE, OR FOR SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, YOUR ACCESS, VISITATION, AND/OR USE OF, OR RELIANCE ON, THE SERVICE AND/OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS AGREEMENT IS NOT SUBJECT TO THE LAWS OF SUCH STATES, BUT TO THE EXTENT A CLAIM IS BROUGHT THEREIN, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

**G. Termination or Suspension of the Service, Your Use of the Service, and/or this Agreement:**

1. We reserve the right, in addition to our other remedies, to terminate, discontinue, suspend and/or restrict the Service, your account/profile, your ability to access, visit and/or use the Service or any portion thereof, and/or this Agreement, including without limitation any of our purported obligations hereunder, for any or no reason, with or without notice.
2. Even if the Service, your ability to access, visit and/or use the Service or any portion, and/or this Agreement is terminated, discontinued, suspended or restricted, by you or by us, we have no obligation to (but we may in our discretion) remove any Content, and therefore copies of all information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service, may be retained and/or remain viewable by us, our licensors, vendors, service providers and/or other third parties. We have no obligation to retain, store, or provide you with any information with regard to your

account/profile and/or Content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service. All provisions of this Agreement survive the termination or expiration of this Agreement and/or your account/profile.

3. Our products and services are available in many locations in the United States. The Site and its related Service, however, may describe products and services that are not available outside the United States or countrywide. Some promotional items, premiums and prices described in the Service may be available only in certain locations.

#### **H. Communications to You:**

1. The communications between you and us usually use electronic means, whether you access, visit or use the Service, send us messages, or whether we post notices on the Service or communicate with you via messaging. For contractual purposes, you (a) consent to receive communications from us in electronic form; and (b) agree that all notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Your consent to receive communications and do business electronically, and your agreement to do so applies to all of your interactions and transactions with us.

2. You understand and agree that joining the Service may include receiving certain communications from us, such as transactional or relationship messages, and/or messages about your account/profile, and that these communications are considered part of your account/profile and you may not be able to opt out of receiving them without ceasing to be a registered user of the Service.

#### **I. Mobile Participants:**

You understand and agree that various entities unaffiliated with us make up the “mobile ecosystem” that enables you to access, visit and/or use the Site and its Service via your computer, mobile or other device, including without limitation equipment, hardware and software manufacturers and providers, telephone, mobile, wireless, and Internet network providers and carriers, and sellers or providers of Content for use with the Service (collectively, the “Mobile Participants”). We do not represent, warrant or guarantee that all portions of the Service, or the Service as a whole, can be accessed via all mobile or other devices, or via all carriers and service plans or is available in all geographic locations. THESE MOBILE PARTICIPANTS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THIS AGREEMENT WHEN USING THE SERVICE. WE AND OUR INDEMNITEES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF SUCH MOBILE PARTICIPANTS. We have agreements with some of these Mobile Participants that require us to make certain disclosures and pass along certain responsibilities to you. For such Mobile Participants, you specifically acknowledge and agree that: (i) this Agreement is between

us and you; the Mobile Participants are not parties to this Agreement; (ii) the Mobile Participants and their parents, subsidiaries and affiliates are third party beneficiaries of this Agreement and upon your acceptance of the terms and conditions of this Agreement, the Mobile Participants will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you; (iii) the license granted to you hereunder is limited to a non-transferable license to use the Service on the particular product authorized by the applicable Mobile Participant that you own or control and as permitted by such Mobile Participant's applicable usage rules; (iv) Mobile Participants have no obligation whatsoever in connection with the functionality or content of the Service, or to furnish any maintenance or support services with respect to the Service; (v) Mobile Participants are not responsible for addressing any claims, losses, liabilities, damages, costs or expenses by you or a third party relating to the Service or your possession, access, visitation and/or use of the Service, including without limitation (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and (vii) in the event of any third party claim that the Service or your possession, access, visitation and/or use of the Service, infringes such third party's intellectual property rights, Mobile Participants are not responsible for the investigation, defense, settlement and/or discharge of such claim.

#### **J. Disputes and Jurisdiction:**

1. The Site and its related Service is based in the United States. It is not designed, customized or intended for, or directed to, any other country. Those who choose to access, visit and/or use the Service do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. We make no representation, warranty or guarantee that the Service, or any merchandise, products, services, and/or Content available on or through the Service are appropriate, available, or legal in any particular geographic location.
2. In any dispute between us, your sole remedy is to stop using your account/profile and/or the Service. This includes any dispute related to or arising out of: (i) rules, restrictions, limitations, terms and conditions that apply to the Service, whether listed in this Agreement, posted at various points in the Service, or otherwise communicated to you, including our enforcement, non-enforcement, or application of any such rules; (ii) any of our policies and/or practices, including our enforcement, non-enforcement, or application of any such policies and/or practices; (iii) any Content available on or through the Service, or any edits, deletions, additions, or other changes thereto; or (iv) your ability or inability to access, visit and/or use portions of the Service, or the Service as a whole, or features, functionality, and/or Content available on or through the Service.
3. You agree that in the event of any dispute between us, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action. In the event of any court action, all disputes will be resolved individually, without resort to any class action. You agree that any cause of action must commence within one (1) year after the underlying issue first arose; otherwise, you waive any right to bring such cause of action and such cause of action is permanently barred.

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OR ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY OTHER DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THE PARTIES HERETO.

4. You agree that, regardless of where you access, visit and/or use the Site and its related Service, all issues concerning the construction, validity, interpretation and enforceability of this Agreement will be governed and construed in accordance with the laws of the United States and the State of Texas, without regard to any principles of conflict of laws. Any disputes that result in court action will be resolved exclusively by a state or federal court located in Collin County, Texas, and you specifically consent to the personal jurisdiction of such courts and waive any claim of forum non-conveniens. Should there be a conflict between the laws of the State of Texas, and any other laws, the conflict will be resolved in favor of the laws of Texas. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) and shall not include any indirect, punitive, incidental and/or consequential damages.

5. No provision of this Agreement shall be deemed unenforceable if it is subject to an interpretation that would render it enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, in whole or in part, such a finding will not disturb the validity and enforceability of the remaining provisions of this Agreement.

#### **K. General:**

1. We reserve the right to post, from time to time, additional rules that apply to certain portions of the Service, or the Service as a whole. Such additional rules will be posted in the relevant portions of the Service, and are hereby incorporated into this Agreement by this reference. Your continued access, visitation and/or use of the Service constitutes your agreement to comply with these additional rules.

2. The rules, restrictions, limitations, terms and conditions that apply to the Service, whether listed in this Agreement, posted at various points in the Service, or otherwise communicated to you, constitutes this Agreement and entire understanding between the parties, and supersedes prior agreements between the parties, whether oral or written, with respect to the subject matter hereof. Unless explicitly stated in writing by us, any new or additional features, functionality, or Content that augment or enhance the Service, including the release of updates, upgrades, new products and/or services, are subject to the terms and conditions of this Agreement.

3. Any delay or failure by us to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. No waiver by us shall have effect unless such waiver is set forth in writing, signed by us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

4. We may sub-license, transfer, sell or assign this Agreement, and/or any of our purported obligations hereunder, at any time to any person or entity, with or without notice. You may not sub-license, transfer, sell, or assign this Agreement at any time to any person or entity, and any attempt to do so will be null and void.

5. This agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms. There shall be no presumption or inference against us as the drafter of this Agreement in construing or interpreting the provisions hereof.

## **V. ONLINE PRIVACY POLICY**

If you don't agree to the terms contained in this Online Privacy Policy, you must immediately exit the Site and its related Services.

### **A. The Type of Information We Collect:**

i. In general, we collect personally identifiable information about you through this Site with your specific knowledge and consent. For instance, when you register and/or set up an account/profile to access, visit and/or use certain portions of the Service, or the Service as a whole, you may be provided, or required to choose, a password and/or User ID, as well as your name, telephone number(s), email and/or street address, and other personally identifiable information. Other information such as your age, gender, and the number for your mobile or other device may also be requested. In addition, you may be asked to send us similar information via messaging (e.g., email, SMS, MMS, or other technologies). All such information is referred to in this Online Privacy Policy as your "Registration Information".

ii. Our servers may also automatically collect information about you, your online behavior and your computer, mobile or other device. The information collected may include, without limitation, the make, model, settings, specifications (e.g., CPU speed, connection speed, browser type, operating system, device identifier) and geographic location of you and/or your computer, mobile or other device, as well as date/time stamp, IP address, pages visited, time of visits, content viewed, ads viewed, the site(s), application(s), destination(s), and/or service(s) you arrived from, and other clickstream data.

ii. If you choose to access, visit and/or use any third party social networking service(s) that may be integrated with or linked to the Service, we may receive personally identifiable information and other information about you and your computer, mobile or other device that you have made available to those services, including information about your contacts on those services. For example, some social networking services allow you to push content from our Service to your contacts or to pull information about your contacts so you can connect with them on or through our Service. Some social networking services also will facilitate your registration for our Service or enhance or personalize your experience on our Service. Your decision to use a social networking service in connection with our Service is voluntary. However, you should make sure you are comfortable with the information your third party social networking services may make available to our Service by visiting those services' privacy policies and/or modifying your privacy settings directly with those services. We reserve the right to use, transfer, assign,

sell, share, and provide access to all personally identifiable information and other information about you and your computer, mobile or other device that we receive through third-party social networking services in the same ways described in this Agreement as all of your other information.

**B. How Your Information Is Used:**

i. We use personally identifiable information you supply through the Site and Service to provide you with the Content you have requested. We may also use the information to communicate with you about new features, products or services, and/or to improve the services that we offer by tailoring them to your needs.

ii. Unless otherwise specified on the Service or in our financial privacy disclosure, we may share information about you and your computer, mobile or other device, including without limitation your Registration Information and other personally identifiable information, with our parent, subsidiaries, and affiliates and other persons with whom we do business, including other consumers who may have referred you to us. We may also use that information to send you commercial messages about products and services that we may offer. If you do not wish to receive future commercial messages from us, simply follow the unsubscribe instructions contained within the message you receive, but note that you may continue to receive certain communications from us, such as transactional or relationship messages, and/or messages about your account/profile. If you've registered on any part of the Service, please use the mechanism or contact information on this Site for any Service that allows you to change or update your member preferences or information, if available, to keep all such data accurate and up-to-date. If no such mechanism or contact information is available on this Service, contact our Consumer Relations Officer as described below with your changes.

iii. We may allow access to our database by third parties that provide us with services, such as technical maintenance or market research but only for the purpose of and to the extent necessary to provide those services.

iv. We may provide access to our database in order to cooperate with official investigations or legal proceedings initiated by governmental and/or law enforcement officials, as well as private parties, including, for example, in response to subpoenas, search warrants, court orders, or other legal process.

v. We reserve the right to use the information we collect about your computer, mobile or other device (including its geographic location), which may at times be able to identify you, for any lawful business purpose, including without limitation to help diagnose problems with our servers, to gather broad demographic information, analyze trends, track users' movements around the Service, and to otherwise administer the Site and its related Service. Geographic location information about you and/or your computer, mobile or other device may specifically be used to show you content and sponsored messaging based on geographic location.

vi. We may use a third-party service provider to analyze Site traffic in order to help us understand our customers' and visitors' needs and to continually improve our site. The data the

service provider collects on our behalf may include search engine referral, affiliate referrals, traffic driven by banner ads or other online promotions, how visitors navigate around the site, and the most popular pages. We also collect certain technical information, such as the browser version and operating system. The information we authorize for collection by any such service provider shall be limited to anonymous, aggregate statistics. For example, we do not tie a specific visit to a specific IP address and we do not correlate this tracking with personally identifiable information. We reserve the right to use, transfer, sell, and share aggregated, anonymous data about our users as a group for any lawful business purpose, such as analyzing usage trends and seeking compatible advertisers, sponsors, clients and customers.

vii. In addition, as our business changes, we may buy or sell various assets. In the event all or a portion of the assets owned or controlled by us, our parent or any subsidiary or affiliated entity are sold, assigned, transferred or acquired by another company, the information from and/or about our Service users may be among the transferred assets.

viii. We reserve the right to identify you from your Registration Information and/or to merge or co-mingle anonymous or non-personally identifiable data about you, your offline and online behavior, and/or your computer, mobile or other device (including its geographic location), with your Registration Information and/or other personally identifiable data for any lawful business purpose.

### **C. Local Device Storage and other Tracking Technologies:**

i. The Site may place and/or store code or other types of information and/or devices (e.g., “cookies”) on your computer, mobile or other device (“Local Device Storage”). We may use Local Device Storage for any lawful business purpose, including without limitation to determine which of our messages have been opened by recipients so we can gauge the effectiveness of marketing campaigns, to track usage patterns, the movements of individual users, and your geographic location, to help diagnose problems with our servers, to gather broad demographic information, to analyze trends, to conduct research, to deliver editorial content, to record registration and personalization information, and to otherwise administer the Service. For example, if you register on any part of the Service and are given the option to save your user name and password, we may provide this convenience to you via Local Device Storage. Local Device Storage may also collect and store your personally identifiable information, which may be shared with our parent, subsidiaries, and affiliates and other companies.

ii. If you do not want Local Device Storage, your computer, mobile or other device may include an option that allows you to not accept it. However, if you disable Local Device Storage, some portions of the Site and its related Services may not function properly.

iii. In addition to Local Device Storage, we may use web beacons, web bugs, clear gifs, and similar technologies (collectively, together with Local Device Storage, the “Tracking Technologies”). We use Tracking Technologies for all or some of the same lawful business purposes we describe above for use of Local Device Storage.

### **D. How to Opt-Out of Third Party Tracking Technologies:**



Your web browser may allow you to set “Do Not Track” preferences that will send a signal to our Site. Currently, there is no standard for how websites should respond to Do Not Track or similar signals. We do not respond to Do Not Track signals at this time.

Other third parties may also use Tracking Technologies to serve you advertisements tailored to interests you have shown by browsing on this Site and other sites, applications, destinations, and services you have visited, and for other lawful business purposes. In doing so, these third parties may collect non-personally identifiable data including for example the make, model, settings, specifications (e.g., CPU speed, connection speed, browser type, operating system, device identifier) and geographic location of your computer, mobile or other device, as well as date/time stamp, IP address, pages visited, time of visits, content viewed, ads viewed, the site(s), application(s), destination(s), and/or service(s) you arrived from, and other clickstream data. The use of Tracking Technologies by third parties is subject to their own privacy policies, not this Online Privacy Policy, and we have no responsibility or liability in connection therewith. If you do not want the services that Tracking Technologies provide, you may be able to opt-out by visiting <http://www.aboutads.info> and/or [www.networkadvertising.org](http://www.networkadvertising.org).

#### **E. Transfer of Information:**

Your information may be transferred to, and maintained on, servers and databases located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as your jurisdiction. We may transfer your information to and from any state, province, country or other governmental jurisdiction, and process it in the United States or elsewhere. You agree to any such transfer if you visit, access, or use the Site and submit this information through use of the Site and its Services.

#### **F. Information Security and Notification:**

i. We use an SSL Certificate to secure your private information. Because no data transmission is completely secure, and no system of physical or electronic security is impenetrable, we cannot guarantee the security of the information you send to us or the security of our servers, networks or databases. By using the Site and its Services, you: (a) agree to assume all risk in connection with the information sent to us or collected by us when you access, visit and/or use the Site and its Services (including without limitation your personally identifiable information or other Registration Information); and (b) agree that we are not responsible for any loss of such information or any consequences that may result from any loss of such information.

ii. If you elect to store information, such as your personally identifiable information or other Registration Information, where others may access it, we are not responsible for any loss of such information or the consequences that may result from any loss of such information. If you lose a computer, mobile or other device, or it is stolen, that contains your personally identifiable information or other Registration Information, it is up to you to take all the steps necessary to protect yourself.

iii. In the unlikely event that we believe that the security of your information in our possession or control may have been compromised, we may notify you. If notification is appropriate, we may notify you via your computer, mobile or other device.

**G. Kids and Parents:**

i. This Site and its Service is not intended for use by children, especially those under age 13. No one under age 13 is allowed to use the Site or register for Services. Minors between the ages of 13 and 18 must get the permission of their parent(s) or legal guardian(s) before using this Site or its Services.

ii. If your children disclose information about themselves in publicly accessible areas of the Service, they may get unsolicited messages from other parties. Accordingly, you should tell them not to do so.

iii. If you're worried about your children's activities or their privacy on the Site and its related Service, we encourage you to contact our Consumer Relations Officer as described below.

**H. Consumer Relations Officer:**

If you have any concerns or questions about any aspect of this policy, please feel free to contact our Consumer Relations Officer as follows:

Consumer Relations Officer  
Attention Compliance  
PrimeLending, a PlainsCapital Company  
18111 Preston Road  
Suite 900  
Dallas, Texas 75252  
(800) 294-1499

Make sure to include enough information for us to help you, including for example your name, contact information, and the specific website, mobile site, application, and/or other service you're contacting us about.

**Only inquiries about this Online Privacy Policy or your personal information should be sent to the Consumer Relations Officer. For communications on other matters, please contact us through the means described on the Service, if available (for example, in the "Contact Us" section).**

If you don't agree to the terms contained in this Online Privacy Policy, you must immediately exit the Site and its related Services.