

YOUR USE OF THIS WEBSITE AND YOUR TRANSACTIONS CONDUCTED WITH US 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 FAY MORTGAGE SERVICES AND WHETHER OR NOT YOU COMPLETE A TRANSACTION ON THIS WEBSITE OR THROUGH OTHER CHANNELS, SUCH AS BY PHONE, BY EMAIL, FACSIMILE OR OTHERWISE. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MAY NOT USE THIS WEBSITE.

TERMS OF USE

WEBSITE OWNERSHIP

This website is owned and operated by Fay Mortgage Services, a division of Fay Servicing, LLC, 440 S. LaSalle, Suite 2000, Chicago, IL 60605. Fay Mortgage Services is referred to in this website as "we," "us," or "our."

PERMITTED USE

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 agreement to be bound by these Terms of Use, and
- these Terms of Use are a legally binding agreement between you and us that will be enforceable against you.

You also agree that you will not use or attempt to use this website for any purpose other than conducting mortgage banking related business with us as our bona fide customer; you may not use or attempt to use this website or any part of this site for any purpose:

- that interferes with or induces a breach of the contractual relationships between us and our employees,
- that is any way unlawful or prohibited, or that is harmful or destructive to anyone or their property,
- that transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited Email, unsolicited commercial communications,
- that transmits any harmful or disabling computer codes or viruses,
- that harvests Email addresses from this site,
- that transmits unsolicited Email to this site or to anyone whose Email address included the domain name under on this website,
- that interferes with our network services;
- that attempts to gain unauthorized access to our network services,
- that suggests an express or implied affiliation with us or a broker relationship with us (without our express written permission),
- that impairs or limits our ability to operate this website or any other person's ability to access and use this website, and/or
- that uses any methods, means or devices to click on to this website or cause a visit to this website for the purpose of manipulating the results of any Internet search engine, or for any other purpose other than conducting mortgage banking related business with us as our bona fide customer,
- that unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;

- that harms minors in any way, including, but not limited to, transmitting or uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
- that transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- that harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities;
- that dilutes or depreciates our name or reputation or that of any of our affiliates;
- that transmits or uploads any content or images that infringes any third party's intellectual property rights or infringes any third party's right of privacy; or
- that unlawfully transmits or uploads any confidential, proprietary or trade secret information.

ACCESS TO THIS WEBSITE

We reserve the right at all times, in its sole discretion and without notice to you, to deny your access to and use of this website.

USE OF THIS WEBSITE

You agree and acknowledge that you have the sole responsibility and liability for your use of this website and for providing or obtaining, and for maintaining, all of the hardware, software, electrical power, telecommunications, Internet services, and other products or services necessary or desirable for you to access and use this website.

INTELLECTUAL PROPERTY RIGHTS

The following marks appearing on this website, including, but not limited to: FAY SERVICING, LLC and FAY MORTGAGE SERVICES, and our respective logos, emblems, slogans and designs are trademarks and/or service marks.

Web Page Content: You acknowledge and agree that:

- all content, Web pages, source code, calculations, products, materials, data, information, text, screens, functionality, services, design, layout, screen interfaces, "look and feel", and the operation of this website (collectively "Web Page Content") are protected by various intellectual property laws, including, but not limited to, copyrights, patents, trade secrets, trademarks, and service marks; and
- all rights associated with the Web Page Content are owned by us, our licensors, our web hosting service providers and/or content providers.

Furthermore, you acknowledge and agree that you do not acquire any ownership rights by downloading or viewing any Web Page Content, and you will not in any way copy, reproduce, publish, create derivative works from, perform, upload, post, distribute, transfer, transmit, modify, adapt, reverse engineer, frame in any Web page, or alter the appearance of any Web Page Content.

You may not use Web Page Content, domain names (in whole or in part), or Email addresses related to or derived from this website, nor any data, trademarks, functionality, service marks, trade names, brand names and/or logos contained within or derived from this website, for any purpose; meaning that you may not, among other prohibited uses, use any Web Page Content, domain names, Email addresses, data, trademarks, service marks, trade names, brand names and/or logos on or derived from this website:

- in or as any meta-tag or hidden text;
- in or as part of any contextual marketing directory, index, or triggering term;
- as content or advertising related to any other website including, but not limited to, comparative/informational websites; and/or
- as a variable or data element in any algorithm that causes another Internet browser to appear on, over, or at the same time as our website or controls the content of any other Internet browser window.

Submissions: You acknowledge and agree that all submissions to us containing any comments, improvements, suggestions, and ideas regarding this website will become and remain our exclusive property, including any future rights associated with such submissions, even if the provisions of these Terms of Use are later modified or terminated. This means that you forever disclaim any proprietary rights in such submissions, and you acknowledge our unrestricted right to use, publish, and commercially exploit, identical, similar, or derivative ideas originating from your submission, in any medium, now and in the future, without notice, compensation or other obligation to you or any other person.

Testimonials: You acknowledge and agree that all testimonials submitted to us will become and remain our exclusive property, even if the provisions of these Terms of Use are later modified or terminated. This means that you irrevocably grant to us the unrestricted right (now and in the future, without notice, compensation or other obligation to you or any other person) to use your statement, image, likeness, as they may be used, in any medium, in connection with an advertisement or for any other publicity purpose. You further agree that we may use any percentage of your testimonial, image, likeness and/or works, in any way that we see fit, and may exclude your name or use a fictitious name herewith.

LINKING

For Links to Other websites: For your convenience, this website may provide links to other websites on the World Wide Web. Unless expressly stated otherwise on this website, we do not endorse, approve, sponsor or control, and we are not in any way responsible for, any of the content, services, calculations, information, products or materials available at or through any websites to which this website may provide a link. By using this website you acknowledge and agree that we will not be responsible or liable to you or any other person for any damages or claims that might result from your use of such content, services, calculation, information, products or materials.

No Advertising / No Links. We do not permit third-party advertising on this website. Except with our written permission, you agree that you will not create links from any website or Web page to this website or any Web page within this website.

REVISIONS AND MODIFICATIONS

You agree and acknowledge that we may revise or change these Terms of Use at any time, without notice to you, and you agree that you will be bound by the provisions of these Terms of Use as they appear on this website at the time you access this website. Because these Terms of Use may change, we encourage you to refer back often to these Terms of Use. In addition, you agree and acknowledge that all other content, services, products and materials on or available through this website are subject to updating and revision without notice to you. You further acknowledge and agree that individual modifications to the Terms of Use may not be altered by contract, unless expressly permitted in writing by the President of Fay Mortgage Services, a division of Fay Servicing, LLC.

LOCATION

You understand and acknowledge that we and/or our service providers control and operate 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. We do not offer any mortgage loans or other products in any state where we are not licensed to do so. 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.

USER IDs AND PASSWORDS

Certain areas or features of this website may be restricted to users who have obtained a user identification and password by completing a registration process described on this website. Please be sure to protect and maintain the confidentiality of any user identification, password or other identifying information you may obtain in connection with your use of this website. You agree to notify us immediately if you believe your user identification, password or other identifying information has been lost, stolen or otherwise compromised. You also acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of this website by any person to whom you have provided your user identification, password or other identifying information, or by any person who has obtained such information from you, including, but not limited to, any access to or use of this website that may occur after you have notified us that your user identification, password or other identifying information has been lost, stolen or otherwise compromised.

PRIVACY AND SECURITY

For information on how we use the personal information that you may provide through this website, please click the following link: [Privacy Policy](#)

INDEMNIFICATION

If you make any unauthorized use of this website or violate the Terms of Use: (a) you may be in violation of copyright and other laws of the United States, as well as applicable state laws, and may be subject to penalties, and (b) you may be responsible for damages caused to the Company. You agree to indemnify us and our affiliates, vendors and licensors, and all of our (and our affiliate's) employees, officers, directors, agents and representatives and its affiliates, vendors and licensors, against, and to hold all of them harmless from, all costs, claims, damages, expenses or other losses, including attorney's fees and court costs, that arise from or are related to your use of this website and/or your breach/violation of or failure to comply with the Terms of Use.

DISCLAIMERS

THE WEB PAGE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE WEB PAGE CONTENT OR ITS USE THEREOF. THE WEB PAGE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE COULD INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS AND COULD BECOME INACCURATE BECAUSE OF DEVELOPMENTS OCCURRING AFTER THEIR RESPECTIVE DATES OF PREPARATION OR PUBLICATION. WE HAVE NO OBLIGATION TO MAINTAIN THE CURRENCY OR ACCURACY OF ANY WEB PAGE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE.

YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT, AND SHALL NOT BE, RESPONSIBLE FOR THE RESULTS OF ANY DEFECTS THAT MAY EXIST IN THIS WEBSITE OR ITS OPERATION. AS TO THE OPERATION OF THIS WEBSITE, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY THAT (A) THE OPERATION OF THIS WEBSITE WILL MEET YOUR OR ANY OTHER USER'S REQUIREMENTS; (B) ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; OR (C) ANY DEFECTS IN THIS WEBSITE WILL BE CORRECTED. YOU AGREE THAT YOU, AND NOT US, WILL BEAR THE ENTIRE COST OF ALL SERVICING, REPAIR, CORRECTION OR RESTORATION THAT MAY BE NECESSARY FOR YOUR DATA, SOFTWARE PROGRAMS OR COMPUTER EQUIPMENT BECAUSE OF ANY VIRUSES, ERRORS OR OTHER PROBLEMS YOU MAY HAVE AS A RESULT OF USING OR VISITING THIS WEBSITE.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES OR INJURY CAUSED BY ERROR, INACCURACY, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, DELAY IN OPERATION OR TRANSMISSION, TELECOMMUNICATIONS FAILURE OR COMPUTER VIRUS OR OTHER PROBLEM, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THE WEB PAGE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE, WHETHER IN AN ACTION ALLEGING BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY WEB PAGE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE. YOU AGREE THAT WE SHALL NOT BE LIABLE EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, IN ACCESSING OR USING THIS WEBSITE OF WEB PAGE CONTENT THEREON.

COMMUNICATIONS WITH COMPANY

Email: For information regarding our Email policy, please visit: [Email Policy](#)

Time Sensitive Instructions: When communicating with us through this website or by Email, do not use the website Email to communicate any time-sensitive instructions that are in any way related to or affect your loan, loan application or closing (such as interest rates locks, cancellation of a closing, rescissions, or the like). Such instructions may not be

honored. All transactions conducted on this website or by Email must be confirmed in writing by us to be accepted by and binding upon us.

Loan Approvals: We only enter into written loan approvals, pre-qualifications, pre-approvals, rate locks, and similar transactions. Approvals, pre-qualifications and pre-approvals are conditional in accordance with their respective terms except as be specifically provided for in writing signed by us.

Credit Reports: By applying for credit, you are authorizing us to obtain a copy of your credit report. As a result, a "hard" inquiry may appear on your credit report. A hard inquiry may negatively affect your credit score.

E-Signature: General communications through this website or by Email are not intended by us to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means, unless a specific statement to the contrary is included in the message and specific e-signature procedures are employed. However, your assent to a "click to accept" button or box is binding upon you.

Recording & Monitoring of Communications: Your communications with us through the website, Email, and telephone may be recorded or monitored, and you agree that your use of such communications methods constitutes your consent to the recording or monitoring of the same.

APPLICATION OF ADDITIONAL TERMS

You acknowledge that certain features of this website, as well as our other products and services, including those that may be available through this website, may be subject to terms, conditions and disclaimers in addition to these Terms of Use, and you agree that your use of such products and services will be subject to such additional terms, conditions and disclaimers.

AGREEMENT TO PROVIDE ACCURATE INFORMATION

In making a loan inquiry, application or in entering into any other transaction or request for information on this website, you agree to provide accurate, true, current, and complete information upon which we may rely.

YOUR COOPERATION NEEDED

We generally begin processing your application (which may include ordering a credit report and other necessary items) upon the submission of a full and complete application. If you submit an application, you agree to cooperate in the application process (including submitting all required documentation in a timely manner) and if needed, to obtain information we may need from third parties such as your bank, employer, current mortgage company, etc. In addition, you agree to notify us of any changes in any information submitted in connection with your application.

REASONABLE EFFORTS

While we will use all of our reasonable efforts to have your application fully processed and closed on or before any applicable rate lock expiration date (if any) and/or anticipated closing date, some processes are not under our control. For instance, we cannot be responsible for delays in loan approval or closing due to: the untimely receipt of an acceptable appraisal; the untimely receipt of required documentation; your existing home not selling; matters disclosed by a title commitment or survey; any other matters beyond our reasonable control.

GOVERNING LAW

You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the use of this website shall be filed only in the state or federal courts located in Cook County, Illinois, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

SEVERABILITY

You agree that if any provision of these Terms of Use shall be found to be unlawful or void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions of these Terms of Use and shall not affect the validity and enforceability of such other provisions.

DISCLOSURES AND LICENSES

For disclosures and licensing information please visit: [Disclosures and Licenses](#)

COPYRIGHT INFRINGEMENT

We are committed to protecting copyrights and expect you to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on this website infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. If you believe that any material on this website infringes a copyright, or any valid intellectual property right, please provide the following information to us:

- A physical or electronic signature that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on this website are intended to be covered by a single notification, a complete list of such works and details or descriptions as to their locations within the website;
- Identification of the material 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 the material;
- Information reasonably sufficient to permit 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;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please provide this information to us at the following address:

By Mail:
Fay Servicing, LLC.
Attn: Legal Department
440 S. LaSalle, Suite 2000
Chicago, IL 60605

YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code § 1798.83 permits our visitors who are California residents to request certain information regarding their disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please write us:

Fay Servicing, LLC.
Attn: Legal Department
440 S. LaSalle, Suite 2000
Chicago, IL 60605

EQUAL OPPORTUNITY EMPLOYER

We are an equal opportunity employer. Any complaints or concerns about our employment practices may be directed to the Director of Human Resources at:

Fay Servicing, LLC.
Attn: Human Resources
440 S. LaSalle, Suite 2000
Chicago, IL 60605