

## Terms of Use

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**PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THIS WEBSITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS WEBSITE.**

### Agreement With Terms Of Use

ServiceMac, LLC (“ServiceMac,” “we,” “us,” or “our”) offers you use of this Website (“Site”) and services through the Site conditioned on your acceptance without modification of these Terms of Use (“Terms of Use”). As used in these Terms of Use, “you,” “your,” or “user” refers to any person who accesses or uses the Site and/or the services offered through the Site. In the case of a business entity, “you” refers to the business entity and the person using the Site or services with express or implied authorization from the business entity to enter into and bind that business entity to these Terms of Use.

These Terms of Use govern your access to and use of the Site, including any content, functionality, information and services offered on or through the Site and your transactions conducted with us in connection with the Site (collectively, “Services”).

The Site and Services is intended for individuals who are at least 18 years of age and reside in the United States, the District of Columbia or the territories of the United States. If you are under 18 years of age or reside outside of the United States, District of Columbia or the territories of the United States, you should not be visiting this Site or utilizing our Services.

These Terms of Use are a binding agreement between you and ServiceMac. By using or accessing the Site or Services, you accept and agree to be bound by these Terms of Use. Your use of the Site or Services is governed by the version of the Terms of Use in effect on the date the Site is accessed by you. We reserve the right to modify these Terms of Use at any time without notice. Any change to these Terms of Use will be effective upon posting of such updated Terms of Use on the Site. By continuing to access the Site or use the Services after the date of any change to these Terms of Use, you agree to be bound by such terms contained in the most recent version of these Terms of Use. Any inconsistent terms between these Terms of Use and any subsequent modifications or Terms of Use posted on this Site shall be controlled according to the latest posting. If you find any changes to these Terms of Use unacceptable, your only recourse is to terminate use of the Site immediately.

We reserve the right to modify or terminate the Services or to terminate your access to the Site, in whole or in part, at any time.

### Trademarks And Copyrights

The Site and its entire contents, features and functionality, including but not limited to, pages, screens, source codes, materials, data, information, text, displays, videos, services, graphics, design, layout, products, content, screen interfaces, “look and feel” and Site operation are owned by us, its licensors, or content providers and protected by intellectual property laws, including, copyrights, patents, trade secrets, trademarks, and other intellectual property or proprietary rights laws.

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## **Purpose**

You agree to use the Site and Services only for the lawful purpose of conducting mortgage related business with us or to obtain information about our products and Services and agree not to use the Site or Services in a way that violates any applicable federal, state, local, or international law or regulation.

## **Prohibited Use**

You acknowledge that your use of this Site or Services imposes on you an obligation of proper use and conduct, including but not limited to, not introducing any harmful or disabling computer codes or viruses or other material that may harm or disrupt the Services, Site or our systems; or not using the Site or Services in a manner that could in anyway impair or damage the Site or interfere with any other party's use of the Site. Unauthorized use of the Site, Services, misuse of passwords, or misuse of any information or material posted on the Site is strictly prohibited.

## **Consent to Communicate**

By submitting an inquiry or otherwise request that we contact you or by providing us (through registration on the Site, providing Services or otherwise) with an email address, telephone number or contact number for any mobile device or landline, you expressly consent to receiving communications for account maintenance, collection, loan and refinancing information and other related purposes from us, through email, a mobile device or landline, including, without limitation, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system. This express consent applies to every email, telephone or contact number that you provide us now or in the future. You understand that you may decline to provide or revoke your consent at any time and that your consent is not a condition to obtaining goods or services from us. You may withdraw your consent at any

time by calling our Customer Experience Team at the number below or writing to us at the address shown on your monthly billing statement. We will not charge a fee for withdrawal of your consent.

You further understand that communications through email or a mobile device may result in fees from your service provider. Note, we may monitor or record your call if you communicate with us by via a telephone or contact number.

By consenting to receive email or text messages, you understand that such communications are not SPAM. You should add our email address [myservicemac.com](mailto:myservicemac.com) to your address book and accept email from us as not SPAM.

## **Registration**

Certain areas of the Site may be restricted to users who have completed the registration process and obtained a user identification and password. During the registration process, you will be asked to provide an email address and telephone or contract number. By providing this information, you consent to us communicating with you in accordance with the above paragraph.

If any area of the Site requires registration prior to our granting you access, you agree to provide accurate and current information, including but not limited to a name and password as well as your name, address, telephone or contact number and a valid email address. It is your responsibility to keep this information updated. You must notify us immediately if your email address changes or is otherwise invalid by either changing your customer profile or calling customer service. If you fail to update or change an incorrect or invalid email address, you understand and agree that any email communications will be deemed to have been provided to you.

It is also your responsibility to protect and maintain the confidentiality of any user identification, password, or other identifying information in connection with your use of this Site. You agree to notify us immediately if you believe your Site log-in credentials has been lost, stolen, or otherwise compromised. You also acknowledge and agree that we will not be responsible for any losses arising out of your failure to notify us of unauthorized use, or any loss or damage you may incur as a result of someone else using your account, either with or without your permission or knowledge. Accordingly, you are solely responsible for all damages or claims that may arise from any access to or use of the Site by any person to whom you have provided your log-in credentials, or by any person who has obtained your information, including, but not limited to, any access to, or use of, this Site that may occur after you have provided notification that your log-in credentials have been lost, stolen, or otherwise compromised.

By completing the registration process, you will have access to information regarding your mortgage loan account (“Account”). You acknowledge that some of information regarding your Account contains your personal financial matters (“Personal Financial Information”) and consent to the display of such Personal Financial Information by electronic means.

After registration, your consent to communicate with you through a mobile device, landline or email shall remain in force until withdrawn. You may withdraw your consent at any time by calling customer service toll-free at 844-478-2622. We will not charge a fee for the withdrawal of your consent. A withdrawal of consent is effective only after you have communicated your withdrawal to us and we have had a reasonable period of time to act upon your withdrawal. Once effective, we will no longer communicate with your through email, mobile device or landline.

## **Privacy**

Your use of the Site or Services is subject to our [Website Privacy Policy](#). Before using the Site or Services, it is therefore important that you read and understand our Privacy Policy. By using the Site or Services, you represent that you have read, understand and accept the terms of the Privacy Policy. By accessing or using the Site or Services, you understand and agree that we may collect, share and retain certain personal or other information about you or the device you use to access the Site or Services.

## **Feedback And Submissions**

You agree and acknowledge that all suggestions, comments, feedback, ideas or improvements (“Submission”) that you provide through the Site in connection with the Site or any Service will be considered non-confidential and our exclusive property. You therefore disclaim any proprietary right in any Submission and understand that we have the right to use, publish, and commercially exploit, ideas originating from your Submission without notice, compensation, or other obligation to you or any other person.

## **Links To Third Party Sites**

As a convenience to you, our Site may contain links or materials from a third party not affiliated with us. Such third-party websites are not controlled by us and may be governed by their own terms of use and privacy statement. You agree and acknowledge that we are not responsible for examining any third-party website or its content for validity, accuracy, completeness, legal compliance, timeliness, or any other feature.

We have no control over such third-party websites and disclaims all liability to you or any other person for damages or claims arising from the use of, including but not limited to, the content, materials, information, products, functionality, privacy policies, services, calculations or security available at or through any third-party website. If you choose to link to a third party’s website,

we make no representations or warranties; express, implied or otherwise, of any kind. Your participation in any linked website is based solely on the agreement, if any, between you and the linked website provider and at your own risk. A link to a third-party website does not imply our endorsement for the company's opinions, ideas, products, information or services offered.

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YOU FURTHER ACKNOWLEDGE THAT WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES AND THIRD-PARTY PROVIDERS, DO NOT REPRESENT OR WARRANT: (a) AGAINST INTERFERENCE WITH USER ENJOYMENT OF THE SITE OR SERVICES; (b) THAT THE SERVICES OR SITE WILL BE UNINTERRUPTED OR FREE FROM ERRORS; (c) THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED; (d) AGAINST COMPUTER VIRUS OR OTHER MATERIAL THAT MAY HARM OR DISRUPT YOUR COMPUTER OR MOBILE DEVICE; OR (e) THE TIMELINESS, ACCURACY, RELIABILITY, ADEQUACY, OR COMPLETENESS OF THE SITE OR SERVICES.

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## **Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THIS SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU, OR ANY THIRD PARTY CLAIMING THROUGH YOU, FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LOST PROFITS, BUSINESS INTERRUPTION (OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES), ECONOMIC OR OTHER DAMAGES OF ANY KIND FOR ANY INJURY OR LOSS ARISING OUT OF, OR RELATED IN ANY WAY TO, THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE SERVICES OR THE SITE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY LOSS OF ANY KIND, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM OR MOBILE DEVICE, PROPERTY DAMAGE, AND BODILY INJURY, WHETHER CAUSED BY ACCESS TO, OR USE OF, THE

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SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

## **Indemnification**

You agree to defend, indemnify, and hold harmless us and each of our respective directors, officers, employees, agents, successors, and assigns from and against all losses, liabilities, damages, claims and expenses, including attorneys' fees, arising out of, relating to, or resulting from your violation of these Terms of Use or misuse of the Services or the Site, including such violation or misuses conducted by an agent.

## **Enforceability and Governing Law**

These Terms of Use constitute a contract between you and ServiceMac and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and ServiceMac. This Agreement shall be subject to, and construed in accordance with, the laws of the state of South Carolina (United States of America), excluding its conflict of laws principles. In the event any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired, and the unenforceable term or provision will be replaced by such enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision. All rights not expressly granted herein are reserved.

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## **Contact Information**

If you have any questions regarding these Terms of Use, please contact us at 844-478-2622.