



Terms of Use Agreement

Your use of this Website and the content and services provided through or in connection with this website (“Website”) is subject to this Terms of Use Agreement (“Agreement”), as well as our privacy policy (“Privacy Policy”). Each time you (“User”) use our Website, User agrees to be bound by this Agreement and the our Privacy Policy. If user does not agree to this Agreement and Privacy Policy, User must immediately discontinue use of this Website. The terms “we”, “us”, or “our” as used in this Privacy Policy refer to Michigan First Mortgage.

By submitting a request for loan products, services, or related information on Website, User is consenting to be contacted by Michigan First Mortgage either by telephone, email or mail based on the information User provides, even if User has opted into the National Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List, or the Do Not Call List of any particular Lender associated with us. User understands and agrees that Michigan First Mortgage may maintain the information User submits whether User elects to use their services or not. In the event User no longer wants to receive communications from Michigan First Mortgage, User agrees to notify Michigan First Mortgage directly or opt out. User also gives Michigan First Mortgage permission to send User periodic updates of current loan or related products which may be of interest to the User. User understands and agrees that if User submits a request for loan products or services through the Website, we will share your personal information (such as your full name, address, telephone number) with partners, including banks, correspondent lenders, mortgage bankers and brokers to process and fulfill your request.

Nothing contained herein shall constitute an offer or promise for a loan, loan commitment or interest rate lock-in agreement of any kind. Nothing on the Website constitutes an advertisement for credit as defined by Paragraph 226.24 of Regulation Z.

Use of the Our Website

User certifies to us that: (i) User is at least eighteen (18) years of age and a resident of, or located in, the United States; (ii) User assumes full responsibility for the use of the

Website by any minors; (iii) User agrees that all information User has submitted to us, online or otherwise, is accurate and complete, and that User has not knowingly submitted false information on or through the our Website; and, (iv) User's use of the Website is subject to all applicable federal, state, and local laws and regulations.

Disclaimer; Limitation of Liability

USER ASSUMES ALL RESPONSIBILITY FOR THE USE OF THIS WEBSITE. THE CONTENTS ARE PROVIDED "AS IS," AND ARE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FREEDOM FROM VIRUSES, BUGS, ERRORS, OR OTHER HARMFUL CODE OR COMPUTER PROGRAMMING ROUTINES; AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WE MAKE NO WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR SERVICES OR THE PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE OR ANY HYPERLINKED SITE.

WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAWS, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEBSITE, THE CONTENTS, OR ANY HYPERLINKED SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

We shall not be responsible or liable for any products, services, information or other materials displayed, purchased, or obtained as a result of any information or offer in or results of any kind obtained in connection with this Website, including, without limitation, any agent referrals, loan recommendations, application, approval, pre-qualification, loan or interest rate analysis. Nothing on this Website contains an offer, promise or otherwise, either to make a specific loan or that any participating lender or broker will make any loan for any purpose or on any specific terms.

In no event shall we be liable to anyone for any delays, inaccuracies, errors or omissions with respect to the information or the transmission or delivery of all or any part thereof, for any damage arising there from or occasioned thereby, or for the results obtained

from the use of the information. The entire risk as to the accuracy, adequacy, completeness, validity and quality of any information is with the user.

This Website is only intended to provide data and information that may be of interest to its Users. The Website's contents are comprised solely of general information and are not customized to a User's personal situation.

Indemnification

User agrees to indemnify, defend, and hold harmless, us and our subsidiaries and affiliates, and their respective agents, officers, directors, employees, and contractors, from and against any and all loss, liability, claim, damage, and other expenses (including reasonable attorneys' fees) caused by or arising from User's: (1) violation of this Agreement; (2) access to or use of this Website or Service; or (3) failure to provide accurate, truthful, and complete, current personal information.

Violation of the Agreement; Termination

We may permanently or temporarily terminate, suspend, or otherwise refuse to permit User's access to this Website without notice and liability, if, in our sole determination, User violates any of the terms and conditions, including the following prohibited actions; (i) use the Website for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Website; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Website; (vi) use any robot, spider, scraper or other automated access the Website for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent User's affiliation with a person or entity, conduct fraud, hide or attempt to hide User's identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that User does not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the

proper working of the Website; or, (x) bypass the measures we may use to prevent or restrict access to the Website. Upon termination for any reason, User continues to be bound by this Agreement.

Other Products and Services

User understands and agrees that if User requests a product or service other than information regarding a loan product, we will share User information with certain business partners to process and fulfill User's request. User further agrees that such business partners may contact User by telephone, email or mail based on the information User submits. User understands and agrees that the Lenders may maintain the information User submitted to us whether User elects to use their services or not. In the event User no longer wants to receive communications from a business partner, User agrees to notify the business partner directly. User also gives us permission to send User periodic updates concerning changes to the Website, Service or special offers which may be of interest.

Intellectual Property and Other Proprietary Rights

Please use this document and information at your own risk. The content of this site is copyrighted and therefore any unauthorized use of any materials on this website may violate copyright, trademark, and other laws.

Materials on this website may not be modified, reproduced, or publicly displayed, distributed or performed for any public or commercial purposes prior to our approval.

Unless otherwise indicated, all contents of this Website are protected by the copyright laws of the United States of America, all rights reserved. All trademarks, service marks and other logos are trademarks or service marks that belong to us. All other logos and brand names displayed on the Website are trademarks or service marks of their respective owners. User shall not reverse engineer, decompile, reverse assemble, analyze, study or otherwise attempt to discover the input and output protocols, the source code or any other features of the software or data not readily accessible through conventional use of a personal computer.

Other than a personal, non-transferable and non-exclusive license for User on behalf of personal yourself to use the Website on a single computer, We grant no license or other

rights to its Website and the software, data and intellectual property rights embodied in the Website.

Hyperlinks

Any hyperlinks contained in this Website leading to third-party sites (“linked sites”) are provided by us for User’s convenience only. We do not control linked sites in any way and neither expressly nor implicitly (i) represents or warrants the truth or accuracy of any information included in any linked site or (ii) endorses or sponsors any linked site, the content of any linked site, or any products sold or services offered by any linked site. Your use of these external websites is at your own risk.

Governing Law: Arbitration

This Agreement and User’s use of this Website shall be governed and construed according to the laws of the state where we operate from, without regard to choice of law principles. Any civil action, dispute, or proceeding, arising out of or relating to the Agreement and Users use of this Website, except for an injunctive action regarding a breach or threatened breach of any provision of the Agreement by User which shall be brought in our state of operation, shall be referred to final and binding arbitration before a single arbitrator under the commercial arbitration rules of the American Arbitration Association. We and User shall jointly select the arbitrator. If We and the User are unable to find a mutually satisfactory arbitrator within 30 days after the notice of arbitration is given, then the American Arbitration Association shall select the arbitrator. Arbitration will commence only when the party requesting it has deposited \$1,000 with the arbitrator for the arbitrator’s fees and costs. Until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs, the party who requested arbitration is responsible for paying all fees that the arbitrator may periodically require. The arbitrator’s final and binding conclusion may be entered in any court of competent jurisdiction.

Limitation on Claims

You agree that any claim or cause of action arising out of or related to the use of this Website or this Agreement must be filed within one year after such claim or cause of action arose, or it is forever barred and waived, regardless of any statute or law to the contrary.

Changes in Agreement

We may update Services without notifying User and also may add services, which may be governed by different or additional terms of use. We reserve the right to amend, modify, revise, and restate, at any time, this Agreement, without notice. If User continues to use the Website after the amended terms become effective, User is deemed to have agreed to be bound by the amended terms. If User does not agree to the amended terms, then User agrees not to use the Website. Your continued use of the Website constitutes an affirmative agreement by User to abide and be bound by the Agreement and its amended terms.

Severability

If for any reason any portion of the Agreement is held to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible and the remainder of the Agreement will remain in full force and effect.

Entire Agreement

The Agreement sets forth the entire agreement between Us and User regarding the subject matter of the Agreement, and supersedes any prior oral or written statements or agreements with respect to the same.