

## Terms of Use

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### Agreement With Terms Of Use

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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 Fairway. 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.

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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 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 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 myfairwayserving.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 877-297-5350. 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

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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.

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## **Contact Information**

If you have any questions regarding these Terms of Use, please contact us at 877-297-5350.