



## WEBSITE TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") are entered into by and between you and Towne Mortgage Company ("Towne," "Company," "we" or "us"). The following Terms and Conditions govern your access to and use of the Manage My Account web site, including any content, functionality, and services offered on or through Manage My Account site (the "Website").

Please read the Terms and Conditions carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, found at <https://www.townemortgage.com/legal/privacy-policy/>. If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Towne and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

As a user of the Website you agree as follows:

### 1. LICENSE TO USE WEBSITE

The Website is owned and operated by Towne. Unless otherwise stated, Towne and/or its licensors own the intellectual property rights to the Website and all material on the Website. Subject to the license below, all these intellectual property rights are reserved by Towne.

You may view, download for caching purposes only, and print page or other content from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not:

- Republish material from this Website;
- Sell, rent or sub-license material from the Website;
- Show any material from the Website in public;
- Reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose;

- Redistribute material from this Website.

## **2. ACCEPTABLE USE**

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way, which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without Towne's express written consent.

You must not use this Website for any purposes related to marketing without Towne's express written consent.

## **3. RESTRICTED ACCESS**

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material [without our prior written consent], including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate Towne, a Towne employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Towne or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Towne reserves the right to restrict access to this website at Towne's discretion.

If Towne provides you with a user ID and password to enable you to access restricted areas of this website or other content, or services, you must ensure that the user ID and password are kept confidential.

Towne may disable your user ID and password at Towne's sole discretion without notice or explanation.

#### **4. USER CONTENT**

In these Terms and Conditions, "your user content" means material (including without limitation text, images, audio material, video material, and audio-visual material), with the specific exception of consumer "nonpublic personal information" as that term is defined in Section 509(4) of the Gramm-Leach-Bliley Act (the "Act"), that you submit to this Website, for whatever purpose. All consumer "nonpublic personal information" shall be protected and kept confidential as dictated by our Privacy Policy.

You grant to Towne a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute your user content in any existing or future media. You also grant to Towne the right to sub-license these rights, and the right to bring an action for infringement of these rights.

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, posting material, or requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of any requests made or transactions you carry out through our Website. You may be required to provide financial information when making a request or executing a transaction through our Website.
- Your search queries on the Website.

It is agreed that all personal information given to Towne or any person owning the Website (“Website Owner”), will be kept confidential by Towne and Website Owner, with the following exceptions: (a) basic biographical information (i.e. age, sex, race) will be posted with your user ID; (b) you actively chose to post your personal information for others to see; (c) you send a message to another client, which will disclose your e-mail address to that client.

## 5. MONITORING USE

We have the right to:

- Take any action with respect to any of your conduct that we deem necessary or appropriate in our sole discretion, including if we believe that such conduct violates the Terms and Conditions infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for Towne.
- Disclose your identity to any third party who asserts a reasonably valid and verifiable claim that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms and Conditions.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

However, we cannot/do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been

posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **6. NO WARRANTIES**

The Website is provided “as is” without any representation or warranties, express or implied. You agree that the use of this Website is at your sole risk. Towne disclaims all warranties of any kind. To the extent your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the Website shall be to discontinue using the Website.

Without prejudice to the generality of the foregoing paragraph, Towne does not warrant that:

- This Website will be constantly available, or available at all; or
- The information on this Website is complete, true, accurate, or non-misleading

Nothing on this Website constitutes, or is meant to constitute, advice of any kind.

## **7. LIMITATIONS OF LIABILITY**

The information, software, products, and services included in and available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Towne and/or its suppliers may make improvements and/or changes in the Website at any time. Advice received via the Website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation. Towne and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, all such information software products services and related graphics are provided “AS IS” without warranty or condition of any kind. Towne and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. To the maximum extent permitted by applicable law, in no event shall Towne and/or its suppliers be liable for any direct, indirect, punitive, incidental, special consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the performance of the Website, with the delay or inability to use the Website or related services, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict

liability, or otherwise, even if Towne or any of its suppliers have been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Website.

You may have additional rights under certain laws, which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

## **8. EXCEPTIONS**

Nothing in this Website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this Website disclaimer will exclude or limit Towne's liability in respect of any:

- Death or personal injury caused by Towne's negligence
- Fraud or fraudulent misrepresentation on the part of Towne; or
- Matter which it would be illegal or unlawful for Towne to exclude or limit, or to attempt or purport to exclude or limit, its liability

## **9. REASONABLENESS**

By using this Website, you agree that the exclusions and limitations of liability set out in this Website disclaimer are reasonable. If you do not think they are reasonable, you must not use this Website.

## **10. INDEMNITY**

You agree you will indemnify, defend, and hold Towne, and each of Towne's shareholders, officers, directors, employees, representatives and agents harmless from and pay any and all losses, costs, damages, claims, obligations, liabilities and expenses (including, without limitation, all reasonable attorneys' fees and costs), whether known or unknown, contingent or vested, matured or unmatured, and whether or not resulting from third-party claims (collectively, "Claims"), directly or indirectly resulting from, relating to, arising out of or attributable to any activities engaged in by you related to these Terms and Conditions, including but not limited to, your failure to comply with applicable law, and any breach of any term, covenant or obligation arising under these Terms and Conditions by you.

## **11. BREACH OF TERMS**

Without prejudice to Towne's other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, Towne may take such action as Towne deems

appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your Internet Service Provider to request that they block your access to the Website and/or bringing court proceedings against you.

## **12. ASSIGNMENT**

Towne may transfer, sub-contract, and/or assign Towne's rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent.

You may not assign these Terms and Conditions, in whole or in part, or delegate any of your responsibilities hereunder to any other party. Any such attempted assignment or delegation will not be recognized by Towne.

## **13. SEVERABILITY**

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

## **14. ENTIRE AGREEMENT**

These Terms and Conditions constitutes the entire agreement between you and Towne and govern the terms and conditions of your use of the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Towne with respect to this Website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website.

## **15. LAW AND JURISDICTION**

All matters relating to the Website and these Terms and Conditions and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions or the Website shall be instituted exclusively in the federal courts of the United States located in the State of Michigan, or the state courts of the State of Michigan, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms and

Conditions in your country of residence or any other relevant country. You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **16. MODIFICATIONS TO TERMS**

Towne may revise these Terms and Conditions at any time by updating this Agreement and posting it on the Website. Any such modifications shall be effective immediately. Accordingly, you should visit the Website and review the Terms and Conditions periodically to determine if any changes have been made. Your continued use of this Website after any changes have been made to the Terms and Conditions signifies and confirms your acceptance of any such changes or amendments to the Terms and Conditions.



## **WEBSITE PRIVACY POLICY**

Towne is committed to safeguarding your online privacy with respect to the personally identifiable information that we may obtain from you at <https://managemyaccount.townemortgage.com/> (the "Website"). Our Privacy and Information Security Policy ("Privacy Policy") answers frequently asked questions about your online privacy, including what personally identifiable information we may obtain from you and how it will be used and protected. Towne may from time to time change this Privacy Policy, so please check back periodically.

### WHAT PERSONALLY IDENTIFIABLE INFORMATION DO WE OBTAIN FROM YOU? WHEN DO WE OBTAIN SUCH INFORMATION?

If, upon visiting our Website, your use is limited to browsing our informational content, we will not require that you provide us with any personally identifiable information. However, we may request personal information from you at other times. For example:

- If you decide to use our Website to make your mortgage loan payment, we may ask that you provide us with certain personal information, including but not limited to your name, bank account number, credit card number, expiration date, e-mail address, mailing address and/or telephone number. Your credit card information and/or bank account information will be transferred for processing (as discussed in more detail below). Towne employs a variety of security and risk management technologies to facilitate secure on-line transactions and to protect your credit and/or bank account information. You can find more information about these technologies at <https://managemyaccount.townemortgage.com/>.
- If you want to enter any sweepstakes, contests or promotions sponsored by us or by one of our business partners, we will need your name, e-mail address and other information as may be required by the rules of the specific contest.
- If you choose to participate in a customer survey conducted by us or by one of our business partners, we may ask for your name, e-mail address and other information as may be required by the particular survey.
- If you report a problem or submit a customer review, we will ask that you provide your name, e-mail address, property address, phone number, and/or fax number. Should you contact us for any reason other than to report a problem and/or submit a review, we may also keep a record and/or copy of your correspondence with us.

### HOW DO WE PROTECT THE SECURITY AND QUALITY OF YOUR PERSONAL INFORMATION?

To protect the security and quality of your personal information, we have implemented technical and managerial procedures to maintain accurate, current and complete information as well as to protect your personal information against loss, misuse or alteration when it is under our control. Your personally identifiable information will be encrypted and stored on secured servers using

the Advanced Encrypted Standard (“AES”). Your personal information is also password protected so that access is limited to yourself and those with whom you share your password, Towne, and third party access facilitated by Towne with your prior permission. We have also taken steps to help protect the integrity of your personal financial information when you complete a transaction on our Website.

For bank account information, if you choose to schedule a payment via Automated Clearing House (“ACH”) without storing your bank account information, your information is passed securely to our loan servicing system via SSL (“Secure Socket Layer”).

If you choose to schedule a payment via ACH and you would like to save your bank account information for future use, your bank account information will be encrypted using the AES and then stored within servers owned and controlled by Amazon Web Services, Inc. (“AWS”) for your future use. If AWS is ever compromised, your information will be in an encrypted form and cannot be decrypted without the encryption key which is only known by Towne.

For credit card information, Towne utilizes services from a PCI compliant hosting provider, Authorize.Net. Credit card information is never stored on Towne or AWS Servers.

Towne has partnered with AWS and Authorize.Net to facilitate your confidential online business transactions, and Towne’s agreements with these entities provides for protection of your confidential information. Our arrangement helps prevent your credit and/or bank account information from being read by unauthorized persons as this information is transmitted over the Internet. AWS employs a Server using SSL encryption for the secure exchange of your personal information and the system. The transaction system passes your credit or bank information through its system, but does not retain any credit card or bank account numbers. Once the transaction is completed, information about the sale (without credit card or bank account information) is stored in a password-protected online database. This eliminates the ability of hackers to gain access to your personal information.

#### HOW DO WE USE YOUR INFORMATION?

Our primary use of your information is to administer, maintain and improve your experience on our Website generally, as well as provide you with customized, personalization services and interactive communications.

- If you check the “opt-in” feature on our Website, or if you do not uncheck a pre-checked “opt-in” box we may from time to time send you e-mails regarding our Website.
- We use your financial information (e.g., your credit card and/or bank account number) to verify your credit and/or bank account and to bill you for payments through our Website. We use your contact information as necessary to send you information about payments on our Website, and to notify you of changes made to your account (i.e., updating security questions, resetting passwords, requesting your User ID, etc.).
- When you enter any sweepstakes, contests or promotions sponsored by us or by one of our business partners, we may use your e-mail address to send you status updates.

- We use your IP address to help diagnose problems with our server and to administer the services offered on our Website. We also use your IP address to help identify you and to gather broad demographic information that we may share with our business partners, but only in the aggregate without any of your personally identifiable information.
- We may research the demographics, interests and behavior of our customers based on the information provided to us during Website registration, during sweepstakes, contests and promotions, from our server log files, from cookies and from surveys. Our research may be compiled and analyzed on an aggregate basis. We may share this aggregate data with business partners, but only in the aggregate, without any of your personally identifiable information.

#### CAN YOU “OPT-OUT” OF RECEIVING COMMUNICATIONS FROM COMPANY?

If you change your mind and decide that you no longer want to receive promotional e-mails and/or direct mailings, you may opt-out at any time by simply sending an e-mail request to [CSR@townemortgage.com](mailto:CSR@townemortgage.com). Similarly, if you are not receiving our promotional e-mails and/or direct mailings and wish to receive these materials, you may opt-in at any time by simply sending an e-mail request to [CSR@townemortgage.com](mailto:CSR@townemortgage.com).

#### PRIVACY POLICIES OF COMPANY PARTNERS

Third parties that have links on our Website may collect personally identifiable information about you. We are not responsible for the privacy policies or practices of such sites and the practices of these sites are not governed by our Privacy Policy. If you have questions about the privacy policies or practices of a third party site, you should contact the site administrator or web-master of the specific site. We may from time to time partner with other companies to offer co-branded services as well as sweepstakes, contests and promotions. Any information that you provide in connection with the co-branded services or any jointly sponsored sweepstakes, contests or promotions will become the joint property of Towne and its business partners. We will maintain your information in accordance with the terms of our Privacy Policy. However, our Privacy Policy does not govern the privacy policies and practices of our business partners. If you have questions about the privacy policies or practices of our business partners, you should contact them directly.

#### DO WE SELL OR RENT YOUR PERSONALLY IDENTIFIABLE INFORMATION?

No, we do not sell or rent your personally identifiable information to anyone. If, and whenever we intend to share your personally identifiable information with a third party (other than to a business partner as provided herein), you will be notified at the time of data collection or transfer, and you will have the option of not permitting the transfer. However, we may from time to time rent or sell demographic information in the aggregate that does not contain your personally identifiable information.

### WITH WHOM DO WE SHARE INFORMATION?

We generally will not disclose any of your personally identifiable information except when we have your permission to do so or under some special circumstances described below.

- As noted previously, we may from time to time partner with other companies to offer co-branded services as well as sweepstakes, contests and promotions. Any information that you provide in connection with the co-branded services or any jointly sponsored sweepstakes, contests or promotions will become the joint property of Towne and its business partners. We may also disclose other personal information about you to our business partners, but only if we have obtained your permission to make the disclosure before data collection or before transferring the data.
- We may, from time to time, offer you the opportunity to receive materials or special offers from third parties. If you want to receive this information, we may (but only with your permission) share your name and e-mail address with them.
- Under confidentiality agreements, we may match user information with third party data. We also may disclose aggregate demographic and/or user information and statistics in order to describe our customer base to prospective partners and other third parties, and for other lawful purposes.
- We may disclose your personally identifiable information without your prior permission in special cases. For example, we may have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be violating the Website Terms and Conditions, or may be causing intentional or unintentional injury or interference to the rights or property of Towne or any third party, including other customers. Also, we may disclose or access your personally identifiable information when we believe in good faith that law or regulation requires or permits disclosure.

### HOW CAN YOU UPDATE, CORRECT OR DELETE YOUR PERSONALLY IDENTIFIABLE INFORMATION?

- You may edit your personally identifiable information and your password at any time by using the “Manage Account” feature on the Website.

### WHAT ARE COOKIES? HOW DO WE USE COOKIES?

Cookies enable us to customize and personalize your experience on our Website, including the products and promotions that are offered to you. Essentially, a cookie is a small amount of data that is sent to your browser from a web server and is stored on your computer’s hard drive. We use cookies for several purposes in connection with the operation of our Website.

- We may use cookies to identify you and access your information stored on our computers in order to deliver you a better and more personalized experience. For example, we may use cookies to tell you about products and services specific to your interests.
- We may use cookies to estimate our customer base and customer usage patterns. Each browser accessing our Website may use a unique cookie that is then used to determine the extent of repeat visits and the customer activity during those visits. We may use the historical information to help target promotions based on customer interests and behavior, both specifically to individual customers and on an aggregate basis with respect to all customers.
- We also may use cookies to track your progress and number of entries in some promotions, sweepstakes and contests, or through a meeting registration process. For example, when a promotion uses cookies, the information coded to the cookie indicates your progress through the promotion, and may be used to track entries, submissions and status of prize drawings.

Business partners that offer co-branded services and jointly-sponsored sweepstakes, contests and promotions on our Website, may use their own cookies in the event that you navigate away from our Website and into the third party site. We have no control over those cookies, nor does this Privacy Policy cover how your personal information contained in those cookies may be used or protected. If you have any questions about the cookies of such third parties, or about the use of your personal information by such third parties, you should contact the site administrator or web-master of the third party site.

#### DO YOU HAVE CHOICES ABOUT COOKIES?

Yes, you have several choices with respect to cookies. You can modify your browser preferences to accept all cookies, to notify you when a cookie is set, or to reject all cookies. However, our Website uses cookie-based authentication. Accordingly, if you choose to reject all cookies, you may not be able to log onto our Website and/or use our services or participate in our sweepstakes, contests or promotions.

#### WHAT ELSE SHOULD YOU KNOW ABOUT YOUR ONLINE PRIVACY?

Whenever you voluntarily disclose personal information on-line, your information can be collected and used by others. If you transmit or post personal information on-line that is accessible to others, you may not be able to control how that information is used by others. When we receive the transmitted information, we will use the procedures summarized in our Privacy Policy to ensure the integrity and security of that information in our systems. Unfortunately, notwithstanding any of the steps taken by us, it is not possible to guarantee the security and integrity of data transmitted over the Internet. Consequently, while we take the above-described reasonable steps to protect your personal information, we cannot and do not warrant the security or integrity of any information you transmit to us when registering for our Website or otherwise. All such transmission of information is at your own risk. Moreover,

though we are committed to having our Website comply with our Privacy Policy, you are ultimately responsible for maintaining the secrecy of your password and your personally identifiable information. If you are careless with your password, or you decide to share your password with third parties, you must be aware of the risk that such third parties will have access to all your personally identifiable information.

#### WHAT ABOUT CHANGES TO THE PRIVACY POLICY?

Towne may revise its Privacy Policy at any time in the future by updating this Agreement and posting it on the Website. Any such modifications shall be effective immediately. Accordingly, you should visit the Website and review the Privacy Policy periodically to determine if any changes have been made. Your continued use of this Website after any changes have been made to the Privacy Policy signifies and confirms your acceptance of any such changes or amendments to the Privacy Policy.

#### CONTACT US

If you have any questions or comments about this Privacy Policy or the practices of our Website, please feel free to e-mail us at [CSR@townemortgage.com](mailto:CSR@townemortgage.com) or visit our contact page.