

# Terms of Use Agreement

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**THIS TERMS OF USE AGREEMENT INCLUDES AN ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND A CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. PLEASE SEE THE DISPUTE RESOLUTION SECTION FOR MORE INFORMATION.**

You are visiting a website owned by HousingComply, Inc. This Terms of Use Agreement (“Agreement”) applies to all websites owned or operated by HousingComply, Inc., and its affiliates and subsidiaries (“Websites” or each individually “Website”) on which this Agreement or a link thereto is displayed. This Agreement also applies to your use of any goods, facilities, or services offered through the Websites (collectively “Services”), regardless of how or where they are accessed, including via desktop computers or mobile devices. It is critical that you read this Agreement carefully, as it includes provisions that impact your legal rights, such as an agreement to resolve disputes through binding arbitration, a class action waiver, and limitations on liability.

By accessing, browsing, or using the Websites, you confirm that you have read, understood, and agree to be bound by this Agreement, our Privacy Policy (incorporated herein by reference), and any other policies, terms, or agreements referenced in this Agreement.

For purposes of this Agreement:

- **“You” or “your”** refers to the person(s) using the Websites and/or Services, including any person(s) for whom you are acting as an agent.
- **“HousingComply,” “us,” “our,” or “we”** refers to HousingComply, Inc., and its affiliates or subsidiaries.
- **“Provider(s)”** refers to banks, lenders, financial institutions, real estate companies, brokers, agents, or other entities that partner with HousingComply to offer, arrange, or broker mortgage or real estate-related products or services through the Websites.
- **“Qualification Form”** refers to your request to be matched with one or more Providers for mortgage or real estate-related products or services you inquire about through the Websites.

We may, at our sole discretion, modify this Agreement or the Websites at any time. Changes take effect immediately upon posting. You agree to review this Agreement periodically, and your continued use of the Websites or Services after changes are posted constitutes your acceptance of those changes. The Websites and Services are intended for individuals who are at least 18 years old and accessing the internet from within the United States. By using the Websites or Services, you confirm you meet these requirements.

Certain Services may have additional terms, such as eligibility criteria or usage policies (“Additional Terms”), which will be provided to you. By using those Services, you agree to the Additional Terms, which are incorporated into this Agreement. If Additional Terms conflict with this Agreement, the Additional Terms will govern for that specific conflict.

## **Privacy Policy**

Our Privacy Policy, incorporated by reference, describes how we collect, use, share, and protect your information as part of our Services. If you are a resident of California, Oregon, or Minnesota, our State Law Privacy Notice (also incorporated by reference) supplements the Privacy Policy and applies to your use of our Websites and Services. By providing personal information, you agree we may retain and share it with affiliates, non-affiliates, or third parties as outlined in the Privacy Policy, subject to applicable laws. Certain laws may require us to securely store your information for specific retention periods, during which it may not be deleted.

## **Consumer Information Security Policy**

Our Consumer Information Security Policy, incorporated by reference, outlines the measures we take to safeguard your information and how we implement those measures for different types of data you provide.

## **Electronic Communications**

Our Consent Agreement for Electronic Disclosures and Communications, incorporated by reference, confirms your agreement to receive notices, disclosures, and communications electronically and to conduct business with us and our Providers electronically.

## **Ownership Rights**

All content on the Websites, including text, images, videos, logos, trademarks, interfaces, data, and code (collectively “Content”), is owned or licensed by HousingComply and protected by copyright, trademark, patent, and other intellectual property laws. Except as expressly permitted, you may not copy, reproduce, distribute, display, or exploit any part of the Websites, Content, or Services without our prior written consent. This includes prohibitions on framing, scraping, or using automated tools like web crawlers. Nothing in the Websites or Services grants you any license or right to use Content unless explicitly stated. You agree to comply with exclusionary protocols (e.g., Robots.txt) used on the Websites.

## **Code of Conduct**

You are responsible for your conduct when using the Services. You must not:

- Alter or remove any copyright, trademark, or other notices on the Websites or Services, or modify, reverse engineer, or create derivative works from them.
- Engage in conduct that violates laws, infringes on intellectual property or privacy rights, harms HousingComply's reputation, or discourages others from using the Websites or Services.
- Disrupt, impair, or interfere with the Websites, Services, or other users' access.
- Impersonate others or misrepresent affiliations.
- Solicit personal information or passwords for unlawful purposes.
- Use the Websites or Services to train artificial intelligence or machine learning systems without our written consent.
- Engage in spamming, phishing, scraping, or similar activities.

## **Ratings, Reviews, and User-Generated Content**

Our Ratings & Reviews and User-Generated Content Policy, incorporated by reference, governs your conduct when posting content on our Websites or HousingComply-owned social media properties.

## **Copyright Violations**

If you believe Content on our Websites infringes your copyright, contact us at [Legal@HousingComply.com](mailto:Legal@HousingComply.com) with:

- A description of the copyrighted work.
- The location of the allegedly infringing material.
- Your contact information.
- A good-faith statement that the use is unauthorized.
- A statement affirming the accuracy of your notice and your authority to act on behalf of the copyright owner.

## **Chatbots**

We may use a chatbot ("Chatbot") on certain Websites to provide customer service. The Chatbot uses pre-programmed scripts, machine learning, and generative AI to respond in natural language. It is limited to HousingComply customer service inquiries and may not handle all topics. By using the Chatbot, you agree:

- To limit interactions to customer service inquiries.
- Not to share sensitive information (e.g., financial or account details).
- That we may use interaction transcripts for quality control, fraud prevention, or security.

You are responsible for evaluating the accuracy of Chatbot responses ("Output"). We do not guarantee the accuracy, reliability, or suitability of Output and are not liable for any losses

resulting from your reliance on it. HousingComply may receive compensation from Providers mentioned in Output, and not all available products or Providers are included. For inquiries about Chatbot interactions, contact [Legal@HousingComply.com](mailto:Legal@HousingComply.com).

## **Third-Party Websites**

The Websites may link to third-party websites (“Third-Party Sites”) for convenience. We do not control or endorse these sites or their content, services, or products. Your use of Third-Party Sites is subject to their terms, and we are not responsible for their quality, accuracy, or any issues arising from your use.

## **Widgets**

HousingComply may offer widgets (“Widgets”) that allow access to our Websites or Services from third-party platforms. You may only display Widgets on websites you own, without modification, and in a context appropriate to the Widget’s content (e.g., mortgage or real estate discussions). Widgets must not be placed on sites with unlawful, offensive, or misleading content or that disparage HousingComply. You may not use Widget data for unauthorized purposes, including AI training. We grant a limited, revocable right to display Widgets and reserve the right to modify or terminate their use. Widgets are provided “as is” without warranties, and we are not liable for damages arising from their use.

## **Disclaimers and Liability**

THE WEBSITES, CONTENT, AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY. HousingComply DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE WEBSITES OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR MEET YOUR EXPECTATIONS. HousingComply IS NOT RESPONSIBLE FOR ERRORS, DELAYS, OR TECHNICAL ISSUES BEYOND OUR CONTROL, INCLUDING THOSE CAUSED BY INACCURATE INFORMATION YOU PROVIDE. WE DO NOT ENDORSE OR RECOMMEND ANY PROVIDERS OR PRODUCTS. YOUR RELIANCE ON THE WEBSITES, CONTENT, OR SERVICES IS AT YOUR OWN RISK, AND WE ARE NOT LIABLE FOR ANY DAMAGES ARISING FROM YOUR USE OR RELIANCE ON THEM, INCLUDING DAMAGE TO YOUR DEVICES OR DATA LOSS.

Some jurisdictions may not allow certain warranty exclusions, so these limitations may not apply fully to you.

## **Indemnity**

You agree to defend, indemnify, and hold harmless HousingComply, its officers, directors, employees, agents, and affiliates (“HousingComply Parties”) from any claims, losses, or damages (including attorneys’ fees) arising from:

- Your use of the Websites or Services.
- Your violation of this Agreement or applicable laws.
- Your infringement of intellectual property or other rights.
- Disputes between you and third parties.

You may not settle such claims without our consent. We may assume control of the defense at our expense, and you agree to cooperate.

## **Limitation on Liability**

HousingComply’S LIABILITY IS LIMITED TO DIRECT, FORESEEABLE DAMAGES, NOT EXCEEDING \$100 IN TOTAL. WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (E.G., LOSS OF PROFITS, DATA, OR GOODWILL) ARISING FROM THE WEBSITES OR SERVICES, REGARDLESS OF THE LEGAL THEORY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME JURISDICTIONS MAY NOT ALLOW CERTAIN LIABILITY LIMITATIONS, SO YOU MAY HAVE ADDITIONAL RIGHTS.

## **Dispute Resolution (Including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver)**

**PLEASE READ THIS SECTION CAREFULLY. IT LIMITS YOUR RIGHT TO FILE A LAWSUIT IN COURT, HAVE A JURY TRIAL, OR PARTICIPATE IN CLASS ACTIONS. DISPUTES WILL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION.**

**Application to Providers:** “HousingComply” includes Providers contacting you through the Websites or Services. Providers are third-party beneficiaries of this Dispute Resolution section and may enforce its terms.

**Arbitration Agreement:** You and HousingComply agree to resolve any dispute, claim, or controversy (“Dispute”) through binding individual arbitration, including Disputes related to:

- This Agreement (its formation, breach, or enforceability).
- The Websites, Widgets, or Services (access, use, or content).
- Your consumer relationship with HousingComply or Providers arising from the Websites or Services.

This does not prevent you from contacting government agencies. You may pursue claims in small claims court if they qualify or seek injunctive relief for intellectual property violations. Disputes about small claims eligibility are resolved by the court.

**Opt-Out:** You may opt out of arbitration within 30 days of accepting this Agreement by emailing Legal@HousingComply.com with your name, email, and intent to opt out. Opting out does not affect other Agreement terms.

**Informal Dispute Resolution:** Before arbitration, you must attempt to resolve Disputes informally by sending a signed notice to HousingComply at 12 Old Hill Road, Westport, CT 06880, including your name, contact details, account email, Dispute description, and relief sought. HousingComply will send notices to your account address. Both parties will engage in good-faith resolution efforts, including a phone conference if requested, for 60 days. This step is mandatory before arbitration, and non-compliance may lead to arbitration dismissal.

**Initiating Arbitration:** Post-informal resolution, a party may file an arbitration demand with JAMS, sending a copy to the other party. Arbitration follows JAMS Rules (available at jamsadr.com), with a single arbitrator. If JAMS is unavailable, parties will select another administrator or petition a court to appoint one. The arbitrator's reasoned award is final, with no preclusive effect on other cases.

**Arbitration Fees:** Fees follow JAMS Rules, capped at court filing costs. If you cannot afford fees, HousingComply may cover them if deemed necessary by the arbitrator. Parties bear their own attorneys' fees unless the arbitrator finds a claim frivolous.

**Mass Arbitration:** For 25 or more similar arbitration demands by coordinated counsel, JAMS Mass Arbitration Procedures apply, batching demands into groups of up to 100. Resolution may be delayed, and parties must cooperate to streamline processes. Non-compliance may be enforced by a court.

**Jury Trial Waiver:** You and HousingComply waive the right to a jury trial to the fullest extent permitted by law.

**Class Action Waiver:** Disputes must be resolved individually, not as class, collective, or representative actions. Arbitrators cannot award relief affecting other users or issue public injunctions.

**Severance:** If any part of this Arbitration Agreement is unenforceable, it will be severed, leaving other provisions intact. If the Class Action Waiver is unenforceable for a specific claim, that claim may proceed in court, with others arbitrated.

**Survival:** This Arbitration Agreement survives termination of the Agreement or your use of the Services.

## Governing Law

This Agreement is governed by Connecticut law, excluding conflicts of law principles, except for the Arbitration Agreement, which is governed by the Federal Arbitration Act. You agree to exclusive jurisdiction and venue in state and federal courts in Fairfield County, Connecticut, unless otherwise required by law.

## **Entire Agreement**

This Agreement, including incorporated policies, is the complete agreement between you and HousingComply, superseding prior agreements. If incorporated terms conflict with this Agreement, the incorporated terms prevail.

## **Enforceability and Severability**

If any provision is unenforceable, it will be modified to reflect the Agreement's intent and remain effective. Other provisions remain in force.

## **Waiver**

HousingComply's failure to enforce any right does not waive it unless confirmed in writing by an authorized officer.

## **Opt-Out Instructions**

To opt out of calls, texts, or emails from HousingComply:

- Email [Legal@HousingComply.com](mailto:Legal@HousingComply.com) to request no further contact.
- Call 1-949-836-4900 to opt out.
- Respond to texts with a request to stop.
- Use the "Unsubscribe" link in emails or manage preferences at <https://www.HousingComply.com/preferences>.

To stop Provider communications, contact them directly. HousingComply is not responsible for Providers' failure to honor opt-out requests. Submitting new inquiries may resume communications, requiring a new opt-out.

## **Terms Applicable to All Services**

HousingComply operates online marketplaces and provides educational content intended to assist consumers in comparing mortgage and real estate-related products and services from third-party Providers. All content provided by HousingComply is strictly for informational and educational purposes only and does not constitute, and should not be construed as, legal,

financial, or real estate advice. Users are advised to consult with qualified professionals for specific guidance. HousingComply operates as a net branch of Texana Bank and conducts its lending activities under the authority of Texana Bank's federally chartered lending license.

HousingComply is not a lender. We do not originate loans, make credit decisions, or issue commitments. Our Services facilitate comparison shopping for mortgage and real estate products. Submitting a Qualification Form is a request to be matched with Providers, not a credit application. We may also match you with alternative products (e.g., home equity loans) based on your inquiry. Matches are not guaranteed, and submitting a Qualification Form may involve a soft credit inquiry.

Providers set approval criteria and terms. We do not guarantee loan approvals, specific terms, or the lowest rates. Rates and terms may change at Providers' discretion. By submitting a Qualification Form for a mortgage, you authorize us to share your information with real estate companies, brokers, or agents in our network, who may contact you.

HousingComply receives marketing fees from Providers, which may affect how offers are displayed. Not all available products or Providers are included. Applying with a Provider may involve a hard credit pull or fees for appraisals or other services. Providers, not HousingComply, determine fees, closing costs, and their refundability. Providers may retain your information, and we may receive updates about your application for regulatory or business purposes.

You represent that all information you provide is accurate and agree to keep your account secure, not sharing credentials. You must be 18 or older to create an account. To verify your identity and comply with anti-fraud laws, we and Providers may collect and verify information like your name, Social Security number, or address.

## **Terms Applicable to Mortgage Loan Request Services**

In connection with the online marketplaces operated by HousingComply, which facilitate connections with mortgage loan Providers, these services are designed to help consumers access funding sources that include Texana Bank and/or other lenders working within the Texana Bank network. As a net branch of Texana Bank operating under its federally chartered lending license (NMLS ID: 407536), HousingComply facilitates access to these funding options. While HousingComply assists in the initial stages of the process, the ultimate approval and funding of any loan application are subject to the policies and underwriting criteria of the specific funding source (Texana Bank or the respective lenders working with Texana Bank).

Our mortgage Services are generally available for loans secured by properties located within the United States, unless otherwise specified. Please be aware that some Providers or funding sources may require your Social Security number or other sensitive information to extend conditional offers. Fees for services such as appraisals, credit reports, or closing costs may be charged by the funding source or other third parties involved in the transaction, and are determined solely by such parties, not by Housingcomply. Housingcomply does not guarantee

matches with specific Providers or funding sources. If initial options are unavailable through the marketplace, Housingcompy may attempt to identify alternative Providers or funding sources for up to a period of twenty-four (24) hours and contact you to discuss options. You are under no obligation to apply for or proceed with a loan from any Provider or funding source contacted or found through these services.

## **Terms Applicable to Rate Table Products**

Rate Tables display sample mortgage rates from Providers without requiring a Qualification Form. Rates are based on conditional offers and may not be available to all consumers or in all states. They are calculated using criteria like loan amount or credit score and do not guarantee loan approval. Rates may change without notice, and not all Providers or products are included.