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YOUR USE OF THIS WEBSITE AND YOUR TRANSACTIONS CONDUCTED WITH THE COMPANY IN CONNECTION WITH THIS WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, ALSO REFERRED TO AS "TERMS OF USE". CLICKING ONTO WEB PAGES BEYOND THE WEBSITE'S HOMEPAGE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT WITH THE TERMS OF USE WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH THE COMPANY AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION ON THE WEBSITE OR THROUGH OTHER CHANNELS, SUCH AS BY PHONE, BY Email, FACSIMILE OR OTHERWISE. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MAY NOT USE THIS WEBSITE.

## WEBSITE OWNERSHIP

This website is owned and operated by Axia Financial LLC dba Unified Reliance Wholesale, 1120 112th Avenue NE, Suite 600, Bellevue, WA 98004, which is referred to below as "URW" or "we" or "us" or "Company" or "our."

## PERMITTED USE

You agree that:

- your use of this website is subject to and governed by these Terms of Use,
- you will only access or use this website and transact business with us if you are at least 18 years old,
- you will comply with and be bound by these Terms of Use as they appear on this website each time you access and use this website,
- each use of this website by you indicates and confirms your assent to and agreement to be bound by these Terms of Use, and
- these Terms of Use are a legally binding agreement between you and URW that will be enforceable against you.
- You agree that you will not use or attempt to use this website for any purpose other than conducting mortgage banking related business with URW as a bona fide client of URW; you may not use or attempt to use this website or any part of this site for any purpose:
  - that interferes with or induces a breach of the contractual relationships between URW and its employees,
  - that is any way unlawful or prohibited, or that is harmful or destructive to anyone or their property,
  - that transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited Email, unsolicited commercial communications,
  - that transmits any harmful or disabling computer codes or viruses,
  - that harvests Email addresses from this site,
  - that transmits unsolicited Email to this site or to anyone whose Email address included the domain name under on this website,
  - that interferes with our network services;
  - that attempts to gain unauthorized access to our network services,
  - that suggests an express or implied affiliation with URW or broker relationship with URW (without the express written permission of URW),
  - that impairs or limits our ability to operate this website or any other person's ability to access and use this website, and/or that uses any methods, means or devices to click on to this website or cause a visit to this website for the purpose of manipulating the results of any Internet search engine, or for any other purpose other than conducting mortgage banking related business with URW as a bona fide client of URW.
  - that unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
  - that harms minors in any way, including, but not limited to, transmitting or uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
  - that transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
  - that harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities;
  - that dilutes or depreciates the name and reputation of URW or any of its affiliates;
  - that transmits or uploads any content or images that infringes any third party's intellectual property rights or infringes any third party's right of privacy; or
  - that unlawfully transmits or uploads any confidential, proprietary or trade secret information.

## ACCESS TO THIS WEBSITE

URW reserves the right at all times, in its sole discretion and without notice to you, to deny your access to and use of this website.

## USE OF THIS WEBSITE

You agree and acknowledge that you have the sole responsibility and liability for your use of this website and for providing or obtaining, and for maintaining, all of the hardware, software, electrical power, telecommunications, Internet services, and other products or services necessary or desirable for you to access and use this website.

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## WEB PAGE CONTENT

You acknowledge and agree that:

- all content, Web pages, source code, calculations, products, materials, data, information, text, screens, functionality, services, design, layout, screen interfaces, "look and feel", and the operation of this website (collectively "Web Page Content") are protected by various intellectual property laws, including, but not limited to, copyrights, patents, trade secrets, trademarks, and service marks; and
- all rights associated with the Web Page Content are owned by URW, its licensors, or content providers.
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- You may not use Web Page Content, domain names (in whole or in part), or Email addresses related to or derived from this website, nor any data, trademarks, functionality, service marks, trade names, brand names and/or logos contained within or derived from this website, for any purpose; meaning that you may not, among other prohibited uses, use any Web Page Content, domain names, Email addresses, data, trademarks, service marks, trade names, brand names and/or logos on or derived from this website:
  - in or as any meta-tag or hidden text;
  - in or as part of any contextual marketing directory, index, or triggering term;
  - as content or advertising related to any other website including, but not limited to, comparative/informational websites; and/or
  - as a variable or data element in any algorithm that causes another Internet browser to appear on, over, or at the same time as the Company's website or controls the content of any other Internet browser window.
- **Submissions:** You acknowledge and agree that all submissions to URW containing any comments, improvements, suggestions, and ideas regarding this website will become and remain our exclusive property, including any future rights associated with such submissions, even if the provisions of these Terms of Use are later modified or terminated. This means that you forever disclaim any proprietary rights in such submissions, and you acknowledge URW's unrestricted right to use, publish, and commercially exploit, identical, similar, or derivative ideas originating from your submission, in any medium, now and in the future, without notice, compensation or other obligation to you or any other person.
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## LINKING

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## REVISIONS AND MODIFICATIONS

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## LOCATION

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## USER IDS AND PASSWORDS

Certain areas or features of this website may be restricted to users who have obtained a user identification and password by completing a registration process described on this website. Please be sure to protect and maintain the confidentiality of any user identification, password or other identifying information you may obtain in connection with your use of this website. You agree to notify URW immediately if you believe your user identification, password or other identifying information has been lost, stolen or otherwise compromised. You also acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of this website by any person to whom you have provided your user identification, password or other identifying information, or by any person who has obtained such information from you, including, but not limited to, any access to or use of this website that may

occur after you have notified us that your user identification, password or other identifying information has been lost, stolen or otherwise compromised.

## **PRIVACY AND SECURITY**

For information on how URW uses and protects the personal information that you may provide through this website, please visit: [www.urwholesale.com/privacy](http://www.urwholesale.com/privacy).

## **INDEMNIFICATION**

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## **DISCLAIMERS**

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## **LIMITATION OF LIABILITY**

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APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL URW TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, IN ACCESSING OR USING THIS WEBSITE OF WEB PAGE CONTENT THEREON.

## **COMMUNICATIONS WITH COMPANY**

Email: For information regarding our Email policy, please visit: [www.urwholesale.com/emailpolicy](http://www.urwholesale.com/emailpolicy)

**Time Sensitive Instructions:** When communicating with us through this website, PC-talk, chat or via Email, do not use the website, PC-talk, chat or Email to communicate any time-sensitive instructions that are in any way related to or affect your loan, loan application or closing (such as interest rates locks, cancellation of a closing, rescissions, or the like). Such instructions may not be honored. All transactions conducted on this website, PC-talk, chat or via Email, must be confirmed in writing by us to be accepted by and binding upon us.

**Loan Approvals:** All loan approvals, pre-qualifications, pre-approvals, rate locks, deposit and refund agreements, and the like, are only made by URW in writing. Approvals, pre-qualifications and pre-approvals are conditional in accordance with these terms except as be specifically provided for in writing signed by URW.

**E-Signature:** General communications through this website, PC-talk, chat or via Email are not intended by us to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means.

unless a specific statement to the contrary is included in the message and specific e-signature procedures are employed. However, your assent to a "click to accept" button or box is binding upon you.

Recording & Monitoring of Communications: Your communications with us via the website, PC-talk, chat Email, and telephone may be recorded or monitored and by using such communications methods you are consenting to the recording or monitoring of the same.

#### **CONTACT METHODS AND OPT-OUT**

Permission to Be Contacted: By submitting information to URW through this website or otherwise you are making an inquiry as to lending programs and services offered by URW and give URW to contact through Email, fax, or telephone, or any means, even if your phone number is on a "Do Not Call" list. Permission to Share Your Information: When you "submit" information through the URW website or otherwise, URW may send your information to its affiliates. If you do not want your information shared with URW affiliates, please email [clientservices@axiahomeloans.com](mailto:clientservices@axiahomeloans.com).

**Opt-out:** For information regarding our opt-out policy, please visit: [www.urwholesale.com/optout](http://www.urwholesale.com/optout).

#### **APPLICATION OF ADDITIONAL TERMS**

You acknowledge that certain features of this website, as well other products and services of URW, including those that may be available through this website, may be subject to terms, conditions and disclaimers in addition to these Terms of Use, and you agree that your use of such products and services will be subject to such additional terms, conditions and disclaimers.

#### **AGREEMENT TO PROVIDE ACCURATE INFORMATION**

In making a loan inquiry, application or in entering into any other transaction or request for information on this website, you agree to provide accurate, true, current, and complete information upon which URW may rely.

#### **YOUR COOPERATION NEEDED**

URW generally begins processing your application (which may include ordering an appraisal, credit report, title commitment and other necessary items) upon the submission of a full and complete application. If you submit an application, you agree to cooperate in the application process (including submitting all required documentation in a timely manner) and if needed, to obtain information URW may need from third parties such as your bank, employer, current mortgage company, etc. In addition, you agree to notify URW of any changes in any information submitted in connection with your application.

#### **REASONABLE EFFORTS**

While URW will use all of its reasonable efforts to have your application fully processed and closed on or before any applicable rate lock expiration date (if any) and/or anticipated closing date, some process are not under our control. For instance, URW cannot be responsible for delays in loan approval or closing due to: the untimely receipt of an acceptable appraisal; the untimely receipt of required documentation; your existing home not selling; matters disclosed by a title commitment or survey; any other matters beyond URW reasonable control.

#### **DEPOSIT / REFUND POLICY**

When you submit a loan application, URW will begin to process your application and, as a result, will advance on your behalf costs for certain third party expenses. If you do not fully cooperate in or complete the application process (including submitting all required documentation in a timely manner), choose to withdraw your application, or choose not to close the transaction for any reason, you may be required to pay for some or all of URW third party costs. Please review your deposit agreement for details specific to your loan application.

#### **GOVERNING LAW**

You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the use of this website shall be filed only in the state or federal courts located in King County, Washington, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

#### **SEVERABILITY**

You agree that if any provision of these Terms of Use shall be found to be unlawful or void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions of these Terms of Use and shall not affect the validity and enforceability of such other provisions.

#### **LICENSES**

For licensing information please visit: [www.axiahomeloans.com/pages/where-we-are-licensed](http://www.axiahomeloans.com/pages/where-we-are-licensed)

#### **COPYRIGHT INFRINGEMENT**

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- A physical or electronic signature that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on [www.urwholesale.com](http://www.urwholesale.com)

are intended to be covered by a single notification, a complete list of such works and details or descriptions as to their locations within the Website;

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please provide this information to URW DMCA Agent, who can be reached as follows:

By Mail:

Unified Reliance Wholesale  
Attn: Legal  
1120 112 Ave NE, Suite 600  
Bellevue, WA 98004

By E-Mail:

compliance@urwholesale.com

Due to IT concerns, attachments cannot be accepted on notices sent via e-mail. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed.

#### **YOUR CALIFORNIA PRIVACY RIGHTS**

California Civil Code § 1798.83 permits our visitors who are California residents to request certain information regarding their disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to [info@urwholesale.com](mailto:info@urwholesale.com) or write us:

Unified Reliance Wholesale  
Attn: Legal  
1120 112 Ave NE, Suite 600  
Bellevue, WA 98004

#### **EQUAL OPPORTUNITY EMPLOYER**

The Company is an equal opportunity employer. Any complaints or concerns about the Company's employment practices may be directed to URW's Human Resources department at [human.resources@urwholesale.com](mailto:human.resources@urwholesale.com).