

**TERMS OF USE  
AMERIHOME MORTGAGE COMPANY WEBSITE**

THANK YOU FOR VISITING THIS AMERIHOME MORTGAGE COMPANY, LLC ("AMERIHOME") WEBSITE. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. YOUR USE OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE.

These Terms of Use are a legal document that governs your use of both this website and any material on it. If you do not agree with these Terms of Use and do not wish to be bound by them, please exit this website and do not use the website in the future. These Terms of Use may be amended at any time by posting the amended terms here. Your continued use of this website following the posting of any changes signifies your acceptance of those changes.

**Privacy**

Please review the Privacy Policy which also governs your visit to this website, to understand the privacy practices of AmeriHome. AmeriHome values your privacy and takes all foreseeable precautions to safeguard your non-public private information. AmeriHome may retain the information provided by you in an effort to safeguard your privacy, comply with Federal and State regulations and in its discretion access for future use if it is determined that AmeriHome has a product(s) to suit your needs. Please review the AmeriHome Privacy Policy and Opt-Out disclaimers for further information on how your information may be used by AmeriHome.

**Ownership of this Website and Your Right to Use This Website**

. All content and material provided on this website is owned by or licensed to AmeriHome and protected by United States and international copyright and trademark laws. AmeriHome and its licensors, as applicable, retain all proprietary rights to such content. The trademarks, logos and service marks displayed on this website are common law trademarks of AmeriHome and others.

AmeriHome grants you a limited license to access and make personal use of this website and the materials contained on the website, subject to these Terms of Use. It also gives you the right to download information from this website and print out a hard copy, but only for your personal, non-commercial use and reference. However, you may not:

- reproduce, duplicate, copy, download, sell, resell, visit or otherwise exploit for any commercial purpose any portion of this website without the express written consent of AmeriHome;
- use any trademark, service mark, logo or other proprietary information on this website without the express written consent of AmeriHome;
- remove any copyright or other notices contained on any materials from this website;
- frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout and form) of AmeriHome and/or its affiliates without express written consent from AmeriHome;
- use any "meta tags" or any other "hidden text" utilizing AmeriHome's name or trade or service marks without the express written consent of AmeriHome;
- post on or transmit to or from this website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law;
- infringe the intellectual property, proprietary, privacy or other rights of any third party through your use of this website;
- download or otherwise export software or other material on our site in contravention of any U.S. Department of Treasury or U.S. Department of Commerce regulation, or any other law, or to a resident of or location in any nation to which the United States has embargoed goods; or
- use this website in violation of any applicable local, state or federal law or regulation, or for any unlawful purpose.

You shall comply with any request from AmeriHome to protect AmeriHome's or any of AmeriHome's third party providers' rights. Anything that you transmit to AmeriHome or through this website shall become the property of and AmeriHome may be used by AmeriHome for any lawful purpose, and shall be subject to disclosure as deemed appropriate by AmeriHome, consistent with the terms of its Privacy Policy, including to any legal or regulatory authority to which AmeriHome is subject. AmeriHome reserves all rights with respect to ownership of all content and material at this site, and will enforce such rights to the full extent of the law. This license will terminate automatically if you use this website in violation of these terms.

**Terms of Use Applicable for Mortgage Loan Product Matching Services**

The Websites and the services provided by AmeriHome are available in connection with mortgage loans made on real property located in the states where AmeriHome is licensed. Loans may only be made to residents of, or secured by real property located in, states where licensed or authorized to make such loans.

The data and other information you may provide AmeriHome is for the purposes of an application as defined under Federal and State regulations, and may be treated as an application for a loan or a request to be pre-approved, pre-qualified or any similar lending concept.

AmeriHome does not guarantee acceptance into any particular loan program or specific loan terms or conditions. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement. AmeriHome may not offer all products nor offer certain products in all states.

Regardless of whether you obtain a loan from AmeriHome, at closing you will be responsible for paying for any settlement or closing costs associated with your loan as customary such as loan processing, underwriting, or funding fees, title insurance premiums, notary fees, tax stamp fee, doc prep fee, etc. as those fees are allowed by applicable law.

The information available on this website is obtained from various sources believed by AmeriHome to be accurate and reliable. AmeriHome believes that all information provided on this website is accurate and reliable as of the date it is posted. However, errors sometimes occur, and AmeriHome cannot and does not represent or warrant that the information and material on this site are timely, correct, accurate or reliable. The information and materials on this website are provided on an "as is" and "as available" basis, without any express or implied warranties of any kind. AmeriHome disclaims, to the fullest extent permitted by applicable Federal and State law, all express and implied warranties, including without limitation, of merchantability, fitness for a particular purpose, and non-infringement. AmeriHome further assumes no responsibility for, and makes no representations or warranties that, the operation of this website or any functions contained on this website will be uninterrupted or error-free, that this website will operate correctly with any particular equipment you use to access this website, that defects will be corrected, or that this website or the servers that make it available are free from viruses or other harmful components. Opinions and any other content on this website are subject to change without notice. AmeriHome does not provide investment, legal, tax, financial or other professional advice to you or any other party, and no information or material on this website is to be relied upon for the purpose of making or communicating investment, tax or other decisions. All material on this site is meant to be reviewed in its entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions or disclosures apply to any partial document or material in the same manner as they do the whole, and will be deemed incorporated in the portion of any material or document that you consult or download.

#### **Limitation of Liability**

YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES SHALL AMERIHOME BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES OF ANY KIND ARISING IN CONNECTION WITH; YOUR ACCESS TO, USE OF OR INABILITY TO USE THIS WEBSITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, EVEN IF AMERIHOME OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMERIHOME'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES OR EXPENSES EXCEED \$50.00.

#### **Indemnification**

You hereby agree to indemnify and hold AmeriHome harmless from and against any and all claims, damages, losses or expenses (including, but not limited to, attorneys and costs of investigation) arising from, out of or in connection with your use of this website or your violation of these Terms of Use.

#### **Links to Third Party Sites**

This website may provide "hyperlinks," also known as "links," to sites owned and operated by third parties. Links to such third party sites are provided for your convenience only, and should not be construed as an endorsement of any site, company, product or service by AmeriHome. Any opinions or recommendations expressed in third party sites are not the opinions or recommendations of AmeriHome. AmeriHome has not reviewed any of the sites linked to this site, and is not responsible for the content of off-site pages or any other site linked to or linking to this site. Your use of any off-site pages or other sites is at your own risk. AmeriHome does not endorse such entities in any manner. AmeriHome is not responsible for the content, accuracy or availability of the information presented on those sites, and AmeriHome specifically disclaims any liability for any claim, damage, loss or expense which you may incur, directly or indirectly, as a result of your use of those sites. AmeriHome further reserves the right to terminate a link to a third party site at any time.

#### **Applicable Law**

These Terms of Use shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, without giving effect to the principles of conflicts of law or choice of law thereof. By using this website, you hereby irrevocably submit to the exclusive personal jurisdiction before the courts of the State of California and the United States District Court located in the city of Los Angeles, California, and the appellate courts thereof.

© 2014 AmeriHome Mortgage Company, LLC. NMLS ID 135776 All Rights Reserved.

TERMS OF USE, RETAIL