

THEMORTGAGESTOP.COM PRIVACY POLICY

Last Modified: January 7, 2023

This Privacy Policy ("Policy") of TheMortgagestop.com owner and operator of themortgagestop.com ("Website," "us," "our," or "we"), which will always be at <http://themortgagestop.com/privacy-policy/> is intended to help you understand our privacy practices and how we collect, use, disclose and process your personal information. We also describe your rights and choices with respect to how we process your personal information. This Policy applies to www.themortgagestop.com, and all other websites and domains on which a link to this Policy appears (including all subdomains, collectively the "Site(s)"). This Policy does not apply to any other websites owned or operated by themortgagestop.com that do not link to this Policy, terms for which are included with those sites individually. We have a "data controller" or direct relationship with all individuals accessing the Sites, submitting personal information via the Sites for any reason, or calling any phone number posted on our Sites

ACCEPTANCE:

Any entity accessing the Sites ("you") represents and warrants that you accept the data practices and terms described in this Policy. If you do not agree with this Policy, please discontinue your use of the Sites immediately.

CHANGES TO THIS POLICY:

We may revise this Policy from time to time and without prior notice to you. Except as otherwise noted in this Policy, such changes may apply to any personal information we already hold about you or personal information collected after the Policy is modified. Changes will be posted on this page and are effective as of the "Last Modified" date at the top of this Policy. Please visit this page regularly so that you are aware of our latest updates. Continuing to access or use this Site after any changes become effective indicates your acceptance of the revised Policy.

In addition, we may provide you with "just-in-time" disclosures or additional information about the data processing practices of specific parts of our Site. Such notices may supplement this Policy or provide you with additional choices about how we process your personal information.

THIRD PARTIES:

This Policy does not apply to information processed by third parties, for example, when you visit a third party website or interact with third party services including those you may access by following a link from the Sites or those with whom we may share information as set forth in this Policy. Please review any third parties' privacy policies before disclosing information to them.

When you call a number posted on the Sites or otherwise submit an inquiry for an estimate, quote or service, we share this information with our network of Partners (each, a "Partner"), who pay us to provide this service, to enable them to match you with contractors ("Contractors" or each, a "Contractor") who can provide you with estimates and other information related to your inquiry. Our terms of service require that Partners utilize Personal Data in accordance with all applicable local, state and federal laws, rules and regulations. Note that any Personal Data transferred to our Partners or Contractors as part of our services is no longer under our control. Each Partner and Contractor has its own Privacy Policy, and you should contact those Partners and Contractors directly regarding their use of your Personal Data.

PERSONAL INFORMATION:

"Personal Data" means any information about an identified or identifiable individual and any performance, log and cookie information that may be linked with an identifiable individual. We collect and process the following types of information. Note: Specific Personal Data elements listed in example are provided for example only and may change. We may create anonymous records from Personal Data for certain business purposes of ours, of our Partners and of our Affiliates as defined below. Any information that is anonymized or aggregated is no longer Personal Data and we may indefinitely use it, share it and retain it for any reason.

"Contact Data": Personal Data about you used to contact you. For example: your name, company name, title, email address, physical address, phone number, and/or username. **"Performance & Log Data":** Information created by your use of our Sites. For example: your IP address, browser type, operating system, command line information, diagnostic information related to the Site (i.e. crash activity reports), the referring webpage, pages visited, date, your geo-location, your mobile carrier, your device and application IDs and search terms. Note that Depending on the law of your country of residence, your IP address may legally be considered personally identifiable information.

"Cookies": A cookie is a small amount of data generated by a website and saved by your web browser. Its purpose is to remember information about you, similar to a preference file created by a software application. In some cases, Cookies and similar automated data collection technologies may be used to collect personal information, or information that becomes personal information if we combine it with other information.

"Web Pixels": A web pixel is small HTML code snippet which is loaded when a user visits a website or opens an email. It is used for tracking user behavior on our Sites such as referring sites and form submissions. In some cases, Web Pixels may be used to collect personal information, or information that becomes Personal Data if we combine it with other information.

"Other Data": Any other information that an individual provides to us. For example: survey responses, blog comments, or other communication submitted to us.

COLLECTION AND PROCESSING:

We collect your Personal Data through our Sites and over the phone when you call an inquiry number listed on our Sites. Our Sites are public, any information that is disclosed on our Sites may appear on search engines, or other publicly available platforms and may be "crawled," searched and

used by unaffiliated third parties. Please do not post any information that you do not want to reveal publicly and please do not call us from any phone number you do not give us permission to utilize and share as provided below.

Quote Requests: When you submit a request for an estimate, quote or other information through our Sites, we may use your Personal Data to match your request with a Partner or Contractor in our network. Our "Partner Network" is a collection of Partners that have networks of local Contractors to provide home services.

Customer Service: When you contact us through the Sites, including submitting a "contact us" or other online inquiry form, subscribing to a newsletter or blog, downloading a whitepaper or other informational document, entering a contest, registering for a demo or webinar, completing an online survey or any other means, we may record your Contact Data in our customer relationship management system and use your Personal Data to respond to you, or provide this information to a Partner so that the Partner or Contractor may respond to you. If you provide a mobile phone number to us, you are explicitly granting us and our Partners and Contractors permission to send text messages to that number to respond to your request and to contact you at that number via an auto-dialer or with a recorded message, which we may do at our discretion.

Marketing: We may use your Personal Data to keep you updated about our products and services and send you promotional material about themortgagestop.com and participating Partners and as permitted by applicable law, on behalf of our parent company, affiliates, subsidiaries, joint ventures, or other companies under common control with us (collectively, "Affiliates") and partner companies. Promotional materials may include marketing communications, online surveys, notifications regarding our events and webinars and those of our Partners, Contractors, Affiliates and other third-party partners. If you provide a mobile phone number to us, you are explicitly granting us and our Partners and Contractors permission to send text messages, recorded messages, and/or use an auto-dialer to contact that number for marketing and promotional purposes, which we or our Partners and Contractors may do at our discretion. You may opt-out of our marketing communications at any time.

Cookies & Similar Tech: When you access the Sites or open one of our HTML emails, we may automatically record Performance & Log Data by using Cookies, Web Pixels, web beacons, click-stream tracking and similar automated data collection technologies. We use this Personal Data for essential and functional purposes including for site administration, to improve the performance and usability of the Sites, and analyze how users interact with the Sites. On certain portions of our Sites, we may collect Personal Data through these technologies for advertising, remarketing or other similar purposes.

Security: We process your Personal Data to enhance the security of our Sites and to combat spam, malware or other security risks. This may include monitoring your activities on our Sites. Without processing your Personal Data for such purposes, we may not be able to ensure the security of our Sites.

Additional Processing: If we process Personal Data in connection with your use of the Sites in a way not described in this Policy, this Policy will still apply generally (e.g. with respect to Your Rights and Choices) unless otherwise stated when you provide it.

SHARING:

Information we collect may be shared with a variety of parties depending upon the purpose for and context in which that information was provided. In all cases where we share Personal Data with third party service providers acting on our behalf, we will use a "minimum necessary" standard to disclose only that information required for satisfying the purpose of or performing the service for which the information is disclosed. We generally transfer Personal Data according to the following:

Consent: We will share your Personal Data in accordance with your consent for us to do so. By submitting any Personal Data via our Sites or by calling a number published on our Sites you are providing consent for us to share your Personal Data with Partners in our Partner Network, and for those Partners to share your Personal Data with Contractors.

Partner Network: When you submit a request for a quote, we may share your Personal Data with Partners in our Partner Network who pay us to provide this service. Our Partners may use your Personal Data to connect you with a Contractor to assist you with your home services project and may share your Personal Data with such Contractor in order to contact you to offer its services. If you provide a mobile phone number to us you are explicitly granting us, and any Partner or Contractor with whom you are matched by our service, permission to call and send text messages to that number to respond to your request and to contact you at that number via phone call, text message, an auto-dialer or recorded message, which we or our Partners or Contractors may do at our discretion. Note that Partners and Contractors are third parties. Any Personal Data transferred to a Partner or Contractor as part of our services, is no longer under our control and is subject to the privacy policies of such Partner or Contractor.

Service Providers: In connection with our general business operations, to enable certain features, and in connection with our other legitimate business interests, we may share your Personal Data with service providers or sub-processors who provide certain services or process data on our behalf. Our contracts with these service providers dictate that they only use your information in connection with the services they perform for us and you consent to our sharing of information with these parties by using our Sites subject to this Policy.

Affiliates: In order to streamline certain business operations, develop products and services that better meet the interests and needs of our customers, and inform our customers about relevant products and services, we may share your Personal Data with any of our current or future Affiliates. You hereby agree to our sharing some or all of your information and Personal Data with our Affiliates.

Third-Party Partners: When you complete an online inquiry form to which you were referred by a third-party partner, any information collected through an online inquiry form hosted on the Sites may be shared with the referring third party partner. We may share your Personal Data with third parties for marketing or advertising purposes, as permitted by law. For example, when you sign up for a webinar co-hosted by us and a third-party partner, we may share your Personal Data with the third-party partner. Third party partners may use your Personal Data for their own purposes subject to their own privacy policies.

Business Transactions: Your Personal Data may be processed in the event of a business transaction, such as a merger, acquisition, liquidation, or sale of all or a portion of our assets. For example, Personal Data may be disclosed (subject to confidentiality restrictions) during the due

diligence process for a potential transaction or may part of the assets transferred, in such case the acquiring company will possess any rights granted to us under this Policy.

Legal Disclosures: In limited circumstances, we may without notice to you or your consent, access and disclose your Personal Data any communications sent or received by you, and any other information that we may have about you to the extent we believe such disclosure is legally required, to prevent or respond to a crime, to investigate violations of our Terms of Use, or in the vital interests of us or any person. Note, these disclosures may be made to governments that do not ensure the same degree of protection of your Personal Data as your home jurisdiction. We may, in our sole discretion (but without any obligation), object to the disclosure of your Personal Data to such parties.

RETENTION:

We retain Personal Data for so long as necessary to service the purpose(s) for which your Personal Data was processed and for a reasonable time thereafter, or as necessary to comply with our legal obligations, to resolve disputes or enforce our agreements. While retention requirements can vary by jurisdiction, we generally apply the retention periods noted below:

Site Activity: We may store any information about your activity on our Sites or any Other Data created, posted or shared by you on our Sites for as long as we deem it necessary or until you provide specific instructions to delete it, which may be indefinitely, or where a valid business reason exists for such storage such as maintaining the integrity of our systems and logs or for the establishment or defense of legal claims, audit and crime prevention purposes.

Marketing: We store information used for marketing purposes indefinitely until you unsubscribe. When you unsubscribe from marketing communications, we add your contact information to our suppression list to ensure we respect your unsubscribe request.

Cookie Data: We retain any information collected via cookies, clear gifs, flash cookies, webpage counters and other technical or analytics tools up to one year from the expiry of the cookie or date of collection. Cookies owned by third parties may have other retention periods.

Call Recording: As required by applicable law, we will inform you that a call will be recorded before doing so. Any recorded telephone calls with you may be retained for a period of up to six years.

Note that any Personal Data transferred to our Partners or Contractors as part of our services is no longer under our control. While our terms of service require that Partners and Contractors utilize Personal Data in accordance with all applicable local, state and federal laws, rules and regulations, each Partner and Contractor has its own data retention policy. You should contact those Partners or Contractors directly regarding their retention of your Personal Data.

YOUR RIGHTS AND CHOICES:

Rights:

You have the following rights in your Personal Data, in each case to the extent required/permitted under applicable law, and subject to our rights to limit or deny access or disclosure under applicable law.

Access: You may request a list of your Personal Data that we process by submitting an official request in writing via email to address provided below.

Rectification: You may correct any Personal Data that we hold about you by emailing us at the address provided below and indicating both the inaccurate and corrected information.

Erasure: You may request that we delete your Personal Data from our systems once per year by making an official request in writing via email to the address provided below and indicating the specific information you would like permanently deleted from our systems.

Data Export: You may request a copy of your Personal Data in a common portable format of our choice by submitting an official request in writing via email to the address provided below.

We may require that you provide additional Personal Data to exercise these rights, e.g. information necessary to prove your identity. We also reserve the right to retain certain account information for our recordkeeping or compliance purposes.

Note that any Personal Data transferred to our Partners or Contractors as part of our services is no longer under our control. Our terms of service require that Partners and Contractors utilize Personal Data in accordance with all applicable local, state and federal laws, rules and regulations. Each Partner and Contractor has its own policies and procedures for you to exercise your rights. You should contact those Partners and Contractors directly regarding exercising your rights regarding your Personal Data.

Choices:

It is possible for you to access and use the Sites without providing any Personal Data, but you may not be able to access certain features or view certain content and some portions of the Sites may not function properly. You have the following choices regarding Personal Data we process:

Consent: If you consent to processing you may withdraw your consent at any time to the extent required by law.

Opt-Out: Any communications from us that are not service-related or transactional in nature will offer you an "unsubscribe" option. You may opt-out of receiving marketing communications from us by following the opt-out instructions included in such communications or contacting us at the email provided below. It may take up to 30 days for us to process an opt-out request. We may send you other types of transactional and relationship email communications including service announcements, administrative notices, and surveys, without offering you the opportunity to opt-out of receiving them. To the extent required by law, you may choose to opt-out of sharing Personal Data with third parties. Note that any Personal Data transferred to our Partners and Contractors as part of our services is no longer under our control. Our terms of service require that Partners utilize Personal Data in accordance with all applicable local, state and federal laws, rules and regulations. Each Partner and Contractor has its own opt-out procedures, and you should contact those Partners and Contractors directly regarding their opt-out policies and procedures.

Telemarketing: We have adopted and adhere to policies that comply with applicable Federal Trade Commission, Federal Communications Commission and state laws/regulations. If you do not want to receive non-informational calls from us, you can ask us to place your telephone number(s) on our internal Do Not Call List by emailing us at the contact information provided below. Your request must

include, at minimum, your telephone number and name. If you have multiple telephone numbers, please be sure to include all numbers that you would like included on our Do Not Call List in your request. Any phone call, e-mail or any other form of communication used to confirm receipt of your Do Not Call request will not be deemed to have violated this Policy. Your request will be honored within thirty days of the request in compliance with federal and state laws. Note that any phone information transferred to our Partners or Contractors as part of our services is no longer under our control. While our terms of service require that our Partners and Contractors utilize this contact information in accordance with all applicable local, state, and federal laws, rules, and regulations including TCPA, each Partner and Contractor has its own Do Not Call List and you must contact each Partner and Contractor individually to be placed on their internal Do Not Call Lists.

Cookies: If you do not want information collected through the use of cookies, you can manage/deny cookies (and certain technologies) using your browser's settings menu or by using a variety of tools.

- You can visit the Google Ads Settings page [here](#).
- You can use the Google Analytics Opt Out Browser add on.
- Digital Advertising Alliance's opt-out page [here](#) allows you to opt out from receiving third party advertiser cookies and Web Pixels.
- You can visit the Network Advertising Initiative opt-out page [here](#).
- You can control Facebook's use of interest-based ads through your Facebook account settings or can visit the customer support page [here](#).
- To learn more about cookies and similar tracking technologies, and how they can affect your privacy, visit allaboutcookies.org.

As there is no consistent industry understanding of how to respond to "Do Not Track" signals, we do not alter our data collection and usage practices when we detect such a signal from your browser.

PRIVACY NOTICE FOR CALIFORNIA RESIDENTS:

This Privacy Notice for California Residents ("Notice") supplements the information contained in the other sections of this Policy and only applies to consumer users of our Sites that are residents of the State of California ("Consumer(s)" and in this Section "you" and "your"). We have adopted the terms of this Notice to comply with the California Consumer Privacy Act of 2018 ("CCPA") and its related regulations. Terms used in this Notice have the same meanings as defined in the CCPA.

Collection of Personal Information:

We collect Personal Information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual Consumer, household, or device. We have collected the following categories of Personal Information from Consumers within the last twelve months:

The following examples are taken directly from the CCPA, where we indicate that a category is collected, we collect at least one of the example items from each category.

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	No
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES

E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO

K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES
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We obtain the categories of Personal Information listed above from the following categories of sources:

- Directly and indirectly from activity on our Sites. For example, from customer submissions through our website or customer usage details collected automatically.
- Directly from consumers accessing our Sites and utilizing our services. For example, from phone calls made to us, emails sent to us, and form data submitted to us from Sites.
- From third parties. For example, Google and Facebook.

Sharing of Personal Information:

Personal Information we collect may be shared with service providers who provide certain services on our behalf, including but not limited to identity verification, fraud prevention, business intelligence, customer relationship management, bill collection, payment processing, marketing, hosting, and other common technology services. Our contracts with these service providers dictate that they only use Consumer information in connection with the services they perform for us and you consent to our sharing of information with these parties by using our Sites subject to this Policy.

In the preceding twelve months we have disclosed the following categories of Personal Information to our third-party service providers for a business purpose:

- Category A: Identifiers
- Category B: California Consumer personal information
- Category D: California Consumer commercial information
- Category F: California Consumer internet or other similar network activity
- Category G: California Consumer geolocation data
- Category K: Inferences drawn from other personal information

We disclose Consumer Personal Information for our business purposes to the following categories of third parties:

- Our Affiliates. For example, sharing information with companies under common control with us.
- Service Providers. For example, sharing information with an email marketing service provider.
- Third parties to whom you or your agents authorize us to disclose your Personal Information in connection with products or services we provide to you. For example, providing tools which allow a customer to contact home remodeling vendors in their local area.

In the preceding twelve months we have sold the following categories of Personal Information to Partners and/or Contractors:

- Category A: Identifiers
- Category B: California Consumer personal information
- Category D: California Consumer commercial information
- Category F: California Consumer internet or other similar network activity
- Category G: California Consumer geolocation data
- Category K: Inferences drawn from other personal information

Exercising your rights to access certain information, data portability, and deletion:

The CCPA provides Consumers with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights via a Verifiable Consumer Request.

"Verifiable Consumer Request": means a request that:

- is submitted to the contact information provided below;
- is made by you or your authorized representative on your behalf, or by you on behalf of your minor child;
- is made only twice within a twelve-month period;
- provides sufficient information for us to reasonably verify that you are the person about whom we collected Personal Information or an authorized representative of such person; and
- describes your request with sufficient detail to properly understand, evaluate, and responds to your request.

We are unable to respond to requests when we cannot verify your identity or authority to make the request. Personal Information provided in a Verifiable Consumer Request will only be used to verify the requestor's identity or authority to make the request and to comply with the request. You are not required to create an account with us to submit a Verifiable Consumer Request. We can only honor and respond to Verifiable Consumer Requests related to data that we hold directly in our systems. Personal Information shared with or sold to Partners, Contractors, or other third parties is subject to their Verifiable Consumer Request process and such request should be submitted directly to those Partners, Contractors, and third parties.

Access and Data Portability: Upon receipt of a Verifiable Consumer Request we will disclose the following information

- The categories of Personal Information we collected about you;
- The categories of sources of the Personal Information we collected about you;
- The categories of third parties with whom we shared your Personal Information;
- Our business or commercial purpose for collecting or selling your Personal Information;
- The specific pieces of Personal Information we collected about you (also referred to as a Data Portability Request);
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:

- Sales, identifying the categories of Personal Information that each category of third party purchased;
- Disclosures for a business purpose, identifying the categories of Personal Information that each category of third party received.

Personal Information is retained by us for various time periods, we may not be able to fully respond to what might be relevant for the twelve months prior to receipt of the Verifiable Consumer Request.

California Civil Code Section 1798.83 entitles Consumers to request information concerning whether a business has disclosed certain information about you to any third parties for the third parties' direct marketing purposes. Consumers who wish to request further information in compliance with this law or have questions or concerns about our privacy practices and policies may contact us using the Contact Information below.

Deletion Requests: The CCPA provides Consumers with the right to request that we delete any Personal Information that we collected about you, subject to certain exceptions. Upon receipt and confirmation of your Verifiable Consumer Request we will delete your Personal Information from our records, unless an exception applies, and direct our service providers to similarly delete your Personal Information from their records.

In addition to submitting a Verifiable Consumer Request, requests to delete your Personal Information can be made by submitting this [form](#).

Personal Information Sales Opt-Out and Opt-In Rights:

The CCPA provides Consumers the right to opt-out of the sale of Personal Information about their or their household, for example their name, postal or email address, and other personally identifying information. You need not be physically present in California exercise this right, provided that you have a current California residence. This right is subject to certain exemptions. For example, it does not apply to information that we share with certain third-party service providers that are performing business functions for us or on our behalf.

To exercise the right to opt-out, you, or your authorized representative, may submit an opt-out request to us using this [form](#), or by emailing or calling us at the contact information provided below. You are not required to create an account with us to submit an opt-out request. Personal Information provided in an opt-out request will only be used to verify the requestor's identity or authority to make the request and to comply with the request.

Following the fulfillment of your opt-out request, we will wait at least twelve months before asking you to reauthorize Personal Information sales. However, you may opt-in to Personal Information sales at any time, by contacting us using any method in the Contact Information section.

Non-Discrimination: We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA: we will not deny you goods or services; charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties; provide you a different level or quality of good or services; or suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

SECURITY:

We have implemented reasonable security measures designed to secure your Personal Data from accidental loss, unauthorized access, use, alteration and disclosure, however we do not provide any guarantee that your Personal Data will remain secure. We are not responsible for circumvention of any privacy settings or security measures contained on the Sites. All information you provide to us is stored on our service providers' servers which utilize industry standard security controls; however, we do not have control over and will not be liable for third parties' security processes. Any transmission of information or Personal Data is at your own risk

MINORS:

Our services are neither directed at nor intended for direct use by individuals under the age of 18 or the age of majority in the jurisdiction where they reside. Further we do not intentionally gather information about such individuals. If we learn that we have inadvertently done so, we will promptly delete it. Do not access or use the Sites if you are not the age of majority in your jurisdiction unless you have the consent of your parent or guardian.

INTERNATIONAL TRANSFERS:

We operate in the United States. Our Sites may be accessed from anywhere, and users outside of our target United States markets may submit their Personal Data to us via forms, comment fields, or other input mechanisms. If you are accessing the Sites from outside the United States, or submitting your Personal Data to us from outside the United States, your Personal Data may be transferred to, stored, or processed in the United States and maintained on computers or servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective those in your jurisdiction. By accessing our Sites, you understand and consent to the transfer of your information to the United States and to those third parties with whom we share it as described in this Policy, whether or not we can currently serve your jurisdiction.

CONTACT INFORMATION:

themortgagestop.com

712 H Street NE Suite 2519

Washington, DC 20002

Email: privacy@themortgagestop.com

THEMORTGAGESTOP.COM TERMS & CONDITIONS

TERMS & CONDITIONS

Updated: September 7, 2023

The themortgagestop.com website and its associated services and content (collectively “Website”) is owned and operated by TheMortgageStop.com (“TheMortgageStop”). TheMortgageStop has adopted this Terms of Use Agreement (“Agreement”) to inform you of your rights and duties when using the Website. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website and must discontinue your use immediately.

Please read this Agreement carefully before accessing, paying for, or using the Website and associated services. You agree that your accessing and use of the Website subject you to the applicable terms of this Agreement.

TheMortgageStop MAY, FROM TIME TO TIME, AND RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY, UPGRADE, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE WEBSITE OR THIS AGREEMENT. IN THE EVENT TheMortgageStop MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEBSITE OR THIS AGREEMENT, YOUR USE OF THE WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT. HOWEVER, TheMortgageStop WILL MAKE REASONABLE EFFORT TO NOTIFY YOU BEFORE ANY MAJOR CHANGES ARE MADE TO THE WEBSITE.

Medicare Disclaimer

We do not offer every plan available in your area. Any information we provide is limited to those plans we do offer in your area. Please contact Medicare.gov or 1-800-MEDICARE to get information on all of your options.

1. About the Site

TheMortgageStop matches qualified loan applicants with appropriate partners/dealers/lenders in the industry. The Website provides applicants with the opportunity to complete online loan requests to get more information and quotes regarding mortgages and other credit offers.

Although the Website aims to provide reliable information and resources about mortgage loan applications, quotes, and financing, TheMortgageStop does not guarantee the information provided about mortgage loans and mortgage loan applications. You understand and agree that

TheMortgageStop is not a lender and does not make credit decisions, so any pre-qualification, approval, finance terms, and APR will be at the sole discretion of the participating lenders or dealers. The Website is free for users and displays content various third-party advertisements related to, but not limited to car loans and credit scores. The Website also displays blogs, customer reviews, and other resources to appropriately match up qualified car applicants with dealers/lenders.

Even though TheMortgageStop will use commercially reasonable efforts to enable the Website to be generally accessible, you understand that TheMortgageStop is not obligated to provide any maintenance, technical or other support for the Website.

2. Warranties and Representations

You warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. Persons under the age of eighteen (18) may not use the Website. You warrant that you are not prohibited from assenting to this Agreement by any preexisting Agreement.

You warrant and represent that any and all information that you provide to TheMortgageStop and the Website is accurate and valid. You agree to comply in good faith with the terms of this Agreement.

Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website. The Website is operated in the United States and TheMortgageStop makes no representation that its Website or services are appropriate, lawful, or available for use in other locations. TheMortgageStop does not offer the Website where prohibited by law. You agree that if it is illegal in your jurisdiction to use the Website, you are prohibited from doing so.

3. Ownership of Website and License

You acknowledge and agree that TheMortgageStop is the owner of, or has rights in and to, the Website and its associated content, including but not limited to all intellectual property rights inherent therein. The Website is protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Website for any purposes not explicitly stated in this Agreement. Specifically, and except where otherwise allowed under this Agreement, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website, whether in whole or in part, without the prior written consent of TheMortgageStop.

TheMortgageStop hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Website for its customary and intended purposes. Use of the Website for a use outside of its customary and intended purposes or in violation of the terms of this Agreement will result in the termination of this license. Absent prior written permission from TheMortgageStop, you are not permitted to reproduce, prepare

derivative works, distribute copies, perform, display, or use for commercial purposes the Website or its content. This license is revocable at any time, and any rights not expressly granted herein are reserved to TheMortgageStop.

4. Trademarks

All trademarks, common law or registered trademarks, displayed on this Website are the property of their respective owners. Specially, all TheMortgageStop marks are owned by or licensed property of TheMortgageStop, including, but not limited to TheMortgageStop and TheMortgageStop logos. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of TheMortgageStop. You are prohibited from using TheMortgageStop's trademarks, service marks, and trade dress, or any colorable imitation thereof, to indicate the source of, sponsorship of, approval of, affiliation with, connection with, or association with your goods or services without the prior written consent of TheMortgageStop.

5. Our Web Service Is Free:

Use of the Website is free for all users. Any enhanced services or tools for advertisers can be purchased on terms included or displayed on the Website, including the terms posted herein.

Please see the Website's Privacy Policy, which is incorporated into this Agreement by reference, regarding the collection and use of information about you. TheMortgageStop does not endorse you or discriminate based upon any information provided by you to the Website.

TheMortgageStop may change any terms, conditions, rates, fees, expenses, or charges regarding your use of the Website at any time. Your use of the Website shall constitute acceptance of any changes made to this Agreement.

You agree to provide TheMortgageStop with accurate, up to date, and complete information. You understand and agree that you have an ongoing duty to update your personal information if and when it changes. You are expressly prohibited from impersonating another person or otherwise violates the rights of a third party. TheMortgageStop reserves the right to restrict your access to the Website, in its sole discretion, and without prior warning.

TheMortgageStop is under no obligation to preserve your data for any length of time and will not be responsible for any loss of data. TheMortgageStop is under no obligation to provide you with any data associated with your use of the Website, except as otherwise provided in the Privacy Policy.

You agree that TheMortgageStop, and its designees and agents, may contact you by any available means, including, but not limited to, by email.

6. Section 230 of Communications Decency Act

You acknowledge and agree that TheMortgageStop is an interactive computer service provider under Section 230 of the Communications Decency Act. Though TheMortgageStop may edit,

remove, or control the content displayed through the Website, you agree that TheMortgageStop will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Website or otherwise.

7. Third Party Links

You understand that the Website may contain banners, pop-ups, and links to third party websites, applications, or services that TheMortgageStop does not own or control. You agree that TheMortgageStop will not be held responsible or liable for the content of banners, pop-ups, third party websites, applications, or services and that TheMortgageStop's inclusion of those websites, applications, or services within its Website does not constitute TheMortgageStop's endorsement of, recommendation of, or affiliation with any of those banners, pop-ups, websites, applications, or services.

8. SMS Campaigns:

Users may receive up to 5 daily SMS/Text Messages. Supporting carriers, include but are not limited to: AT&T, Sprint, Verizon, Carolina West, Nextel, Cellcom, Virgin Mobile, C Spire, Boost, Cincinnati Bell, T-Mobile, Cricket, U.S. Cellular. MetroPCS, T-Mobile and/or other Wireless carriers are not liable for any delayed or undelivered messages. Consumers may opt out of receiving text messages by replying "STOP", "END", or "QUIT" to any SMS text message they receive. Consumers may also reply with "HELP". Message & Data Rates May apply to any text/sms communication.

9. No Endorsement

TheMortgageStop does not endorse, recommend, or advise any commercial product, process, or service regarding car loan applications or credit decisions. The views and opinions of users, contributors, and others expressed on this Website do not necessarily state or reflect those of TheMortgageStop and are not intended to be used for advertising or product endorsement purposes. The goods and services listed on this Website are not an offer to enter into a contract with TheMortgageStop.

10. User Conduct

You expressly agree that you will not use the Website to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website.

Specifically, you are expressly prohibited from: using a robot, spider, scraper, or other automated technology to access the Website; imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website; circumventing TheMortgageStop's technological and physical security measures; impersonating another; posting or transmitting content that threatens or encourages bodily harm or destruction of property; posting or transmitting content that infringes upon the intellectual property rights of

other users of the Website or third parties; posting or transmitting content that is offensive, derogatory, or obscene; posting or transmitting content that constitutes fraud, an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter; and posting or transmitting content intended to collect personal or personally identifiable information from users or third parties.

If you encounter content or witness behavior that you believe is inappropriate and violates this Agreement, you may report it to TheMortgageStop by sending an email to info@themortgagestop.com.

11. Term and Termination

This Agreement will remain in full force and effect so long as the Website is in operation. TheMortgageStop may terminate this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement.

12. Disclaimer of Warranties

CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE RELIED ON FOR FINANCIAL OR LOAN DECISIONS. YOU SHOULD NOT RELY UPON ANY SINGLE SOURCE OF INFORMATION IN MAKING ANY LOAN DECISIONS. CONTENT MAY CONTAIN INACCURACIES OR ERRORS AND MAY CHANGE. TheMortgageStop MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TRUTH OR FALSITY OF ANY INFORMATION SUBMITTED TO THE WEBSITE OR POSTED ON THE WEBSITE, OR THE ACCURACY OF ANY INFORMATION POSTED ON THE WEBSITE.

TheMortgageStop DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR SERVICES PURCHASED THROUGH THE WEBSITE. TheMortgageStop PROVIDES THE WEBSITE AND THE SERVICES PROVIDED THROUGH THE WEBSITE ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

TheMortgageStop WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY CONTENT POSTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ADVICE PROVIDED BY ANY THIRD PARTY, ANY THIRD PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. TheMortgageStop IS A SERVICE PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, OR ALTERATION THEREOF. TheMortgageStop RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

TheMortgageStop WILL NOT BE HELD LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURE, DELAYS, OR DIFFICULTIES WITH THE WEBSITE AT ANY TIME. YOU DOWNLOAD INFORMATION FROM THIS SITE AT YOUR OWN RISK. TheMortgageStop MAKES NO WARRANTY THAT DOWNLOADS ARE FREE OF CORRUPTING COMPUTER CODES, INCLUDING, BUT NOT LIMITED TO, VIRUSES AND WORMS.

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF TheMortgageStop'S WEBSITE OR RELATED SERVICES REMAINS WITH YOU.

13. Limitation of Liability

TheMortgageStop WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE WEBSITE OR YOUR USE OF SERVICES OFFERED THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNATIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT TheMortgageStop CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, FOR SERVICES PURCHASED THROUGH THE WEBSITE, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO TheMortgageStop, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. TheMortgageStop IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION YOU PROVIDE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

14. Indemnification

You agree to hold harmless, indemnify, and defend TheMortgageStop, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the Website, your use or provision of any services purchased through the Website, your reliance upon advice provided through the Website, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance, regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party.

Your obligation to defend TheMortgageStop under the terms of this Agreement will not provide you with the right to control TheMortgageStop's defense, and TheMortgageStop reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify TheMortgageStop.

15. Assignment

You acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement. TheMortgageStop may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Website.

16. Resolution of Disputes and Governing Law

This Agreement will be interpreted under and governed by the laws of the State of Florida without giving effect to any conflicts of laws principles. You agree that any claim or dispute that you may have against TheMortgageStop will be exclusively resolved through arbitration.

YOU AND TheMortgageStop AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE PURCHASE OF SERVICES FROM TheMortgageStop, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN THE STATE OF FLORIDA AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF FLORIDA AND THE FEDERAL LAWS OF THE UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND TheMortgageStop AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF FLORIDA. YOU AND TheMortgageStop AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

Severability

If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

Integration

TheMortgageStop hereby incorporates its Privacy Policy into this Agreement. This Agreement and its incorporated Privacy Policy constitutes the entire agreement between the parties with respect to the use of the Website and its associated services. You acknowledge and agree that

any additional provisions that may appear in any communication from you will not bind TheMortgageStop.

No Waiver

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

Child Online Privacy Protection Act

The Website is not directed to persons under the age of eighteen (18) and TheMortgageStop will not knowingly collect personally identifiable information from children under the age of eighteen (18). If TheMortgageStop inadvertently collects such personally identifiable information, TheMortgageStop will delete the personally identifiable information in accordance with its security protocols.

Limitation On Actions

THEMORTGAGESTOP AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY SERVICES PURCHASED THROUGH THE WEBSITE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

Reservation of Rights

All rights not expressly granted herein are reserved to TheMortgageStop.

Notice

Any notice required by this Agreement must be in writing, and must be mailed by certified mail with return receipt requested to:

TheMortgageStop.com

A copy of any such notice must be emailed to info@themortgagestop.com, but email notice alone shall not comply with the notice requirements of this Agreement.

This Agreement is enforced by the [Internet lawyers](#)

of Traverse Legal, PLC. website and its associated services and content (collectively "Website") is owned and operated by TheMortgageStop.com. TheMortgageStop has adopted this Terms of Use Agreement ("Agreement") to inform you of your rights and duties when using the Website. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website and must discontinue your use immediately.

Please read this Agreement carefully before accessing, paying for, or using the Website and associated services. You agree that your accessing and use of the Website subject you to the applicable terms of this Agreement.

TheMortgageStop MAY, FROM TIME TO TIME, AND RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY, UPGRADE, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE WEBSITE OR THIS AGREEMENT. IN THE EVENT TheMortgageStop MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEBSITE OR THIS AGREEMENT, YOUR USE OF THE WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT. HOWEVER, TheMortgageStop WILL MAKE REASONABLE EFFORT TO NOTIFY YOU BEFORE ANY MAJOR CHANGES ARE MADE TO THE WEBSITE.