# WEBSITE TERMS OF USE

YOUR USE OF THIS WEBSITE AND YOUR TRANSACTIONS CONDUCTED WITH GUILD MORTGAGE COMPANY IN CONNECTION WITH THIS WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, ALSO REFERRED TO AS "TERMS OF USE". CLICKING ON LINKS WITHIN THE WEBSITE OR WEBPAGES BEYOND THE WEBSITE'S HOMEPAGE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT WITH THE TERMS OF USE WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH GUILD MORTGAGE COMPANY AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION ON THE WEBSITE OR THROUGH OTHER CHANNELS, SUCH AS BY TELEPHONE, BY EMAIL, FACSIMILE OR OTHERWISE. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MAY NOT USE THIS WEBSITE. PLEASE READ THIS AGREEMENT CAREFULLY.

#### **Website Ownership**

This website is owned and operated by Guild Mortgage Company ("Guild"), 5898 Copley Drive, San Diego, CA 92111.

#### Access to this Website

Guild 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.

# **Username and Password Registration**

You may be required to register an account to access certain features of this website. In doing so, you agree to provide correct, current, and complete information to the best of your ability. If you choose, or are provided with, a username, password, or any other piece of identifying information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this site or portions of it using your username, password or other identifying information. You agree to notify Guild immediately if you believe your username, password, or other identifying information has been lost, stolen or otherwise compromised. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You 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 username, 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 username, password or other identifying information has been lost, stolen or otherwise compromised.

#### **Permitted Use**

By accessing or using this website, you agree that:

- 1. Your use of this website is subject to and governed by these Terms of Use;
- 2. You will only access or use this website and transact business with Guild if you are at least 18 years old;
- 3. You will use the website solely for its services offered in the normal course of business:
- 4. You will always act in accordance with the law, custom, and in good faith;
- 5. 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;
- 6. Each use of this website by you indicates and confirms your agreement to be bound by these Terms of Use; and
- 7. These Terms of Use are a legally binding agreement between you and Guild that will be enforceable against you.

You further agree to not use the website in any way that:

- 1. Changes or alters the website, content or services that may appear on this website;
- 2. Impairs in any way the integrity or operation of the website;
- 3. Interferes with or induces a breach of the contractual relationships between Guild and its employees;
- 4. Is in any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- 5. Transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email and commercial communications;
- 6. Transmits any harmful or disabling computer codes or viruses;
- 7. Harvests email addresses from this website:
- 8. Transmits unsolicited email to this website or to anyone whose email address includes the domain name of this website:
- 9. Interferes with Guild's network services:
- 10. Attempts to gain unauthorized access to Guild's network services:
- 11. Suggests an express or implied affiliation or relationship with Guild without the express written permission of Guild;
- 12. Impairs or limits our ability to operate this website or any other person's ability to access and use this website;
- 13. Unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
- 14. Transmits or uploads violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- 15. Dilutes or depreciates the name and reputation of Guild or any of its affiliates;
- 16. Transmits or uploads content or images that infringe upon any third party's intellectual property rights or right to privacy; or
- 17. Unlawfully transmits or uploads any confidential, proprietary or trade secret information.

# **Links to Third Party Content**

Clicking on certain links within this website or certain other websites that are linked to this website may take you to other websites, or may display information from other websites, which are not maintained by Guild. Such websites may contain terms and conditions, privacy provisions, confidentiality provisions, or other provisions that differ from the terms of use applicable to this website. Links to other Internet services and websites are provided solely for the convenience of users. A link to any service or website is not an endorsement of any kind of the service or website, its content or its sponsoring organization. By using this website you acknowledge and agree that Guild will not be responsible or liable to you or any other person for any damages or claims that might result from your use of such content, services, calculation, information, products or materials.

# **Application of Additional Terms**

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#### Modification of the Terms of Use

You acknowledge and agree that Guild may revise, update or otherwise change these Terms of Use at any time without notice to you, at Guild's sole discretion, and that you will be bound by the provisions of these Terms of Use as they appear on this website at the time you access this website. Because these Terms of Use may change, Guild encourages you to refer back often to these Terms of Use. In addition, you acknowledge and agree that all other content, services, products and materials on or available through this website are subject to updating and revision without notice to you. Your continued use of this website will be deemed acceptance of the most current Terms of Use.

#### Indemnification

You agree to defend, indemnify, and hold harmless Guild, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, representatives, shareholders, subsidiaries, successors, affiliates, contractors, agents, suppliers, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees and court costs) arising out of or relating to your violation of these Terms of Use and/or your use of this website.

# Waiver and Severability

No waiver by Guild of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, and any failure of Guild to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found to be void, invalid, illegal or unenforceable for any reason, such provision shall be deemed severable from the other provisions of these Terms of Use and shall not affect the validity or enforceability of such other provisions.

#### **Governing Law**

All matters and any dispute or claim relating to this website and these Terms of Use shall be governed by and construed in accordance with the internal laws of California without giving effect to any principle of conflicts of law. Any action at law or in equity shall be brought only in state or federal courts within San Diego County or the Southern District of California. You hereby consent and submit to the personal jurisdiction of these courts for the purposes of litigation. The services offered by Guild and this website are intended for U.S. residents only. This website is not approved for distribution outside of the U.S. and non-U.S. residents should not rely or act upon the information contained within.

# **Privacy Policy**

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