

Lenders One Privacy Policy

General and Purpose

Welcome to Lenders One, which is owned and operated by The Mortgage Partnership of America, LLC and/or a subsidiary, affiliate or related company of Lenders One. Lenders One has created this Privacy Policy to express our priority and commitment to privacy, confidentiality and the protection of our users' confidential information collected and used on-line. The following statement discloses the privacy practices for this web site, www.lendersone.com (the "Site"). By using this Site, you assent to the terms of this Privacy Policy. Please continue reading for complete details on Lenders One's Privacy Policy.

This Privacy Policy does not cover posting of Personal Identifiable Information on Community Areas of the Site.

Information Collection and Use

Lenders One is the sole owner of the information collected on this Site. We will not sell, share, or rent this information to others in ways different from what is disclosed in this statement. Please see the following sections on how we collect information from our users at several different points on our Site and how we use the information we collect.

Registration

When using this Site, we may ask a user to supply their contact information including, but not limited to, your User Name, Email Address, Password, Name, Address, and Phone Number. Some of this information is personally identifiable information, such as your Name and Email address. We request this information in order to verify compliance with this Privacy Policy and foreign, federal, state and local laws for identification purposes.

Global Availability

Information Lenders One publishes on its Site may contain references to services that are not available in your country. Such references do not imply that Lenders One intends to announce such products, programs or services in your country. If you would like more information regarding services available to you, please contact customerservice@lendersone.com.

Correspondence

If you correspond with us via email, we may gather the information in a file specific to you.

You may submit comments and provide other content so long as the content is not obscene, illegal, threatening or defamatory and so long as the content does not invade the privacy or infringe the intellectual property of a third party. Further, such content may not contain software viruses, mass mailings, and chain letters. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of the information.

By submitting information, you grant Lenders One a nonexclusive, royalty-free, perpetual and irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, respecting all confidentiality agreements and you also agree that Lenders One is free to use any ideas, concepts, know-how or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (i) we obtain your permission to use your name; or (ii) we first notify you that the materials or other information you submit to a particular part of this Site will be published or otherwise used with your name on it; or (iii) we are required to do so by law.

URL and ISP Address (LOG FILES)

Lenders One, like many other web sites, collects information about how this Site is used and navigated, including the number and frequency of visitors and subscribers. This information helps us to design our Site to better suit the needs of our users. Our Site will track the Uniform Resource Locator (URL) that you visited before you came to our Site, the URL which you proceed and your Internet Service Provider (ISP) address. Internet Protocol (IP) addresses are used to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

Cookies

“Cookies” is a term for information that a web site transfers to a user's hard drive for record-keeping purposes while visiting a site. Cookies makes using the Internet easier by, among other things, saving your password and preferences for you. For instance, by setting a cookie on our Site, the user does not have to log in a password more than once, thereby saving time while on our Site. We may also use cookies to deliver content specific to your interests. Usage of a cookie may link to personally identifiable information while on our Site to enable us to relate your use of our Site to enhance personalization on the Site, such as calling you by name when you return to our Site.

Cookies can also enable us to track and target the interests of our users to enhance their experience on our Site. The information that you give us allows us to improve our marketing and promotional efforts, to statistically analyze Site usage, to improve our content and product offerings and to customize our Site's content, layout and services. However, for these purposes, we only use your personal information on an aggregated basis without the use of any information that personally identifies you.

Disclosure

Lenders One will not share, rent, or sell any information collected on this Site or otherwise disclose any of your personal data to unaffiliated third parties without your consent except as disclosed in this Privacy Policy. Lenders One may disclose personal data in the following ways: We may gather aggregated information about you and other users (“aggregate information”) and disclose the results of such aggregated information, such as demographic, statistical, and marketplace information, with our analysts, partners, clients, advertisers, and others in our public domain. This aggregate information is not linked to any personal information that can identify any individual person. Certain information, such as your password, is not disclosed in aggregate at all. Please be aware that transmitting data over the Internet may not be 100% secure, but the guidelines outlined here are intended to minimize any risk to the interception of data. We may also be legally obligated to disclose information to the government or to third parties under certain circumstances, such as illegal activity on our Site. Lenders One reserves the right to release personally identifiable information to law enforcement or other government officials, as Lenders One, in our sole and absolute discretion, deems necessary or appropriate.

Linked Sites

This Privacy Policy only addresses the use and disclosure of information we collect from you. You should be aware that when you are on this Site, you may be directed to other sites that are beyond our control. Lenders One is not responsible for the privacy practices, associated links, resources or services associated with a third party web site or the content of linked sites. Links and access to these sites are provided for your convenience only. We encourage you to read the posted privacy policy with any web site.

Security Measures

To help protect the privacy of information you transmit through the use of this Site, Lenders One uses industry-standard, secure server software that encrypts the information you input before it is sent to us. In addition, Lenders One uses standard industry practice to protect all of the visitor information we collect against unauthorized use. However, you should keep in mind that this Site and our services are run on software, hardware and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. When users submit sensitive information via of this Site, your information is protected both on-line and off-line.

While we use SSL encryption to protect sensitive information on-line, we also do everything in our power to protect user-information off-line. All of our users’ information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, a customer service representative) are granted access to personally identifiable information. Furthermore, ALL employees are kept up to date on our security and

privacy practices. Every quarter, as well as any time new policies are added, our employees are notified and/or reminded about the importance we place on privacy, and what they can do to ensure our customers' information is protected. Finally, the servers that we store personally identifiable information on are kept in a secure environment, a bunkered server room with controlled access.

If you have any questions about the security at our Site, you can visit Lenders One Security Statement or send an email to lendersone@lendersone.com.

Correcting and Updating Personal Information

You may view, correct, or update your personally identifiable information in our database that was provided by you directly on-line at our website or by contacting the company as described in our web site customerservice@lendersone.com. For our records, we may retain original and updated information for reasons such as technical constraints, dispute resolution, troubleshooting and agreement enforcement.

Notification of Changes

Lenders One reserves the right to update this Privacy Policy from time to time without notice. Please visit this page periodically so that you will be appraised of any changes. However, we will use personally identifiable information in accordance with the privacy policy under which such information was collected. If at any point we should decide to use that information differently, we will notify users by way of email so that users can approve or disapprove of such use.

This Privacy Policy was last updated July ____, 2001.

Terms of Service

Lenders One provides its services to you, subject to the following terms of service. By using this Site, you hereby agree and acknowledge all of the Terms of Service contained herein, any or all of which may be changed in our sole discretion from time to time.

This Site may contain other proprietary and copyright information, the terms of which must be observed and followed.

Information on this Site may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. Lenders One may also make improvements and/or changes in the products and/or the programs described in this information at any time without notice.

Availability

Users acknowledge that the availability of the Site and the products and/or programs on the Site depends on many factors, including a user's connection to the Internet, the availability of the Internet, and the Internet backbone and equipment that, by its nature, is not fault tolerant.

Potential Transactions Between Users and Others

The Site and the products and programs on the Site are intended to assist independent parties to communicate with each other. Each of Lenders One and its affiliates (and each of their respective stockholders, directors, officers, employees, agents and advisors) (for purposes of this section, collectively known as "Lenders One") is not involved in any transaction between any user and any other party, such as a mortgage transaction between a user and a bank. Accordingly, Lenders One shall not be in any way responsible for and Lenders One makes no representations or warranties regarding: (a) the quality, safety or legality of any information posted on the Site or in the products or programs on the Site in any jurisdiction; (b) the truth and/or accuracy of any listing or other information; (c) the rights or authority of any of its users or any other party to effect a transaction, including without limitation; or (d) the accuracy of the input by any user or any other party of any information.

Further, any information posted, including, without limitation, mortgage rates, shall not be binding on any party until written confirmation of the same is sent by the quoting party. Actions taken by users and other parties may create an enforceable contract between users and/or other parties. In the event that a dispute for any reason arises among users and/or other parties, each user agrees to release Lenders One from any and all claims, demands, allegations and damages arising directly or indirectly out of any such dispute. If the user is a California entity, user waives California Civil Code Section 1592, which states: "A general release does not extend to claims which the creditor does

not know or suspect to exist in his favor. At the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Limitations

The information presented on the Site and/or in the Licensed Applications are in no way intended to influence mortgage rates or the mortgage industry market as a whole. To enter into any agreement, combination, understanding, or action with any person or party with the intent to establish mortgage rates at specific levels displayed on the Site and/or in the products and/or programs could constitute a violation of fair trade practices and each user acknowledges and agrees that the user will not engage in any such activity.

The use of this information in any legal proceeding is expressly prohibited unless authorized in advance, in writing by Lenders One. Each user shall not require or request the participation of Lenders One.

Copyright

All Site content such as text, graphics, logos, button icons, images, audio/video clips and software, is the property of Lenders One or its content and technology suppliers and is protected by United States and international copyright laws. The collection, arrangement and assembly of all copyrightable Site content is the exclusive property of Lenders One.

All Site software is the property of Lenders One and its technology providers, and is protected by United States and International copyright laws. These copyrights may only be used when authorized by a written license from Lenders One. Any other use, reproduction, modification, distribution, transmission, republication, display or performance, of the content on this Site is strictly prohibited.

A user may view, download, and print content from this Site subject to the following conditions: the content may be used solely for information purposes and the content may not be modified or altered in any way. A user is prohibited from republishing, distributing, preparing derivative works, or otherwise using the content other than as explicitly permitted herein.

A user does not acquire any ownership rights to any content or document obtained by or through this Service.

Lenders One is committed to maintaining the intellectual property rights of others. Unauthorized use of any copyrighted material is prohibited. If you believe that your work is being copied in any unauthorized way that constitutes copyright infringement, please follow our [Information, Notice and Procedure for Making Claims of Copyright Infringement](#). Lenders One reserves the right in its sole discretion to remove any material that may be considered copyright infringement as well as termination in

appropriate circumstances of subscribers and account holders of Lenders One system or network who are repeat copyright infringers.

Always check your software license agreements to make sure you do not infringe the intellectual property rights of others. You must have the consent of the licensor or owner of the software before accessing or modifying it.

Trademarks

The name **Lenders One**SM and the Lenders One Logo, including service marks or trademarks, graphics, logos, page headers, button icons and scripts of Lenders One are trademarks of Lenders One in the United States and/or other countries. These trademarks are the sole and exclusive property of Lenders One and may not be used in connection with any product or service that is not Lenders One's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Lenders One. All other product and brand names and trademarks or service marks are the property of their respective holders, who may or may not be affiliated with, connected with, or sponsored by Lenders One.

DISCLAIMER

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PRODUCT LIABILITY OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN OWNER AND USER. THE INFORMATION AND THE GOODS AND SERVICES PROVIDED FROM THIS SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SOME STATE STATUTES MAY APPLY REGARDING LIMITATIONS OF LIABILITY.

Indemnity

You agree to defend, indemnify and hold harmless Lenders One, employees, attorneys, and agents (“Indemnities”) against all claims, expenses, liabilities, losses, costs, and damages, including reasonable attorney’s fees, that the Indemnities may incur (i) in connection with your use of the Site or any hyperlinked web site or (ii) resulting from content you supply.

Applicable Law

This Site is created and operated by Lenders One in the State of Missouri. As such, the laws of the State of Missouri will govern these disclaimers, terms and conditions, without giving effect to any principles of the conflicts of laws. Lenders One reserves the right to make changes to the Site and these disclaimers, terms and conditions at any time.

Contact Information

If you have any questions regarding these provisions of the Privacy Policy, please contact Lenders One at lendersone@lendersone.com.

Security Statement

Lenders One is committed to protecting the confidentiality and integrity of your information, data, systems and transactions by maintaining the maximum levels of security on our Site. Lenders One has developed and implemented a set of security controls and policies to protect its information collected from users, systems and assets.

Goals of Security

Lenders One’s security policies aim to protect and to secure information that we have collected from our users against unwelcome events and activities:

- Protect from a variety of risks, threats and vulnerabilities associated with the on-line industry;
- Minimize the potential of harm to our users’ business and systems network from unauthorized users;
- Maintain the confidentiality and integrity of information;

- Deter unauthorized access to or disclosure of proprietary information;
- Minimize the likelihood of any incidents of public embarrassment to Lenders One or its partners, and to maintain customer and investor confidence;
- Invest in and use technology efficiently and effectively;
- Maximize return on investments and business opportunities; and
- Strive to continually better serve our users and business partners.
- Use our best efforts to minimize the use of Lenders One's system for 'SPAM' (junk email) or unsolicited contact in any form by auditing activity with the latest technology to track individuals; however, no matter how secure a system, a user with valid access may utilize Lenders One's system in an unauthorized manner.

Protecting Key Information

Lendersone.com is a company site, which has been designed for the exclusive use of Lenders One, offering timely news features, promoting special offers, and providing a forum for communication between partners. Detailed interest rate information may be accessed. The Site provides a place where unique and exciting ideas are exchanged, where those ideas can be nurtured and can be developed into programs which will lead us into the future. To this end, Lenders One focuses upon preservation of the information, data, systems and transactions to meet the primary security objectives listed below:

- **Information Protection and Structure** – the management structure of Lenders One has diligently implemented procedures, standards and guidelines to deal with information protection issues as well as ensuring compliance with these security objectives.
- **Confidentiality and Authorization** – investing in security technology ensures that confidential information is protected from unauthorized use and ensuring that only authorized users have access to such confidential information. Lenders One uses security technologies such as Virtual Private Network (VPN) technology, full 128-bit SSL encryption, Verisign™ Authentication and firewalls, to ensure the secrecy and confidentiality of information, where available. Lenders One recognizes that this technology may not be available around the world, but Lenders One will continue to use its best efforts with technology that is available to safeguard the confidentiality of information.
- **Use of Confidential Information by the Competition-** Lenders One recognizes the potential of authorized users illegally using confidential information, such as passing secret information to the competition. However, Lenders One strives to minimize this risk by using our best efforts and the latest technology that enables tracking individual users' activity on Lenders One system or network.
- **Soundness and Accuracy of Information** – ensuring that information and associated processing methods are not inaccurate or incomplete.

- **Accessibility of Information** – ensuring that authorized users have their information and associated assets or systems available to them, on a timely basis and when required. And the ability for senior authorities of a trading partner to remove a specific's user' access rights. For example, if an employee is terminated his or her access rights can be immediately revoked and currently open sessions immediately closed.
- **Integrity of a Transaction** – it will be possible to identify any specific action taken by a user by logging and tracing the details of the transaction. Lenders One will have a means to audit activity and/or use the latest technology enabling the tracking of individuals from the dangers facing the on-line industry.
- **Identification of Authorized Users** - ensuring that an individual and/or system that is authorized to have access is who they claim to be. All information and systems within Lenders One will require proper identification and authentication of users.
- **Proof of Authority** – securing that the possessor of electronic information can prove his or her entitlement to ownership.
- **Recognition of Information** – using technology to ensure that the origination or receipt of information can not be repudiated. This also means that transactions can not be denied based on claims that the system did not perform the transaction or event.

Ongoing process

We are committed to making the security of information at Lenders One a high priority. We will update our security controls and policies regularly. In addition, we will continue to stay current of the latest advances in technology and the vulnerabilities associated with them. In addition, to ensure that our security system is achieving these objectives, we will be performing independent reviews of our security on a quarterly basis.

Changes

Lenders One reserves the right to update our Security Policy, including this Security Statement, from time to time. Please visit this page periodically so that you will be apprised of any changes.

Questions, Comments, and Suggestions

Lenders One welcomes and values your questions, comments and any suggestions you might have. Contact us at:

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