

Nestablish.com Electronic Agreement

You have been invited by your Loan Officer to use the home loan pre-qualification management services provided by Nestablish.com, Inc. ("Nestablish"). This Electronic Agreement ("Agreement") is between you and Nestablish. Please take a moment to review the items of this Agreement so that you understand that information pertinent to the home buying and home loan processes may be sent electronically. This information may include sensitive items including, but not limited to social security numbers, birth dates, credit account numbers, and loan terms.

1. SCOPE AND ACCEPTANCE OF TERMS. Nestablish's services include electronically receiving, storing, and transmitting information, notifications, and documents related to your home loan. By entering your digital signature and clicking on the "Sign Electronic Agreement" button at the bottom of the page, you consent to the terms of this Agreement. Your preference to use Nestablish's services for entering requested information and receiving your loan documents will remain in effect until canceled by you pursuant to Section 3 or until this Agreement is canceled pursuant to Section 4. If you do not want to use Nestablish's services to transmit or receive information electronically, you should not consent to this Agreement. Use of Nestablish's services indicates your agreement with these terms and conditions.

2. YOUR RESPONSIBILITIES. Nestablish's services require you to obtain access to the internet and establish an email account. The internet browsing software you use to access Nestablish's website must support 128-bit secure encryption. You must be able to read electronic documents in the Adobe PDF format. Further, if you wish to retain any such document, you must be able to either download the document to a storage device, or print a hard copy of the document. You are solely responsible for the cost and maintenance of computers and other equipment and services needed to perform these tasks.

You represent and warrant that:

- (a) you have the equipment and access capabilities to use Nestablish's services;
- (b) you are responsible for the use, accuracy, protection and confidentiality of your logon ID and password and you will notify Nestablish if you become aware of a theft, loss or unauthorized use of your logon ID and password;
- (c) you have the authority to provide any information that you provide to Nestablish, you will provide only information that is truthful and accurate, and you are solely responsible for any loss or damage caused by errors or omissions in the information you provide;
- (d) you are solely responsible for accessing, opening and reading information, notifications, and documents that Nestablish makes available to you.

IMPORTANT: The notifications, documents, and other information that Nestablish makes available to you may contain time-sensitive information and conditions. Documents and notifications delivered pursuant to this Agreement may constitute your only notice of matters contained therein. You are responsible for promptly notifying Nestablish if any documents or notifications that Nestablish makes available to you are not accessible or are incomplete or unreadable.

3. CANCELLATION RIGHTS. You may cancel this Agreement at any time by clicking on the "Contact" button on www.Nestablish.com website and filling out the email form. Indicate in the "Questions / Comments" box that you wish to cancel this Electronic Agreement. Nestablish is not obligated to retain any information or to make available to you any notifications or

documents relating to your loan after you have canceled this Agreement.

4. OTHER CANCELLATION RIGHTS. Nestablish may cancel this Agreement and your access to Nestablish's services, including its secure website, for any reason.

5. AMENDMENT OF AGREEMENT. Nestablish reserves the right, at any time, to amend the terms of this Agreement or any portion of this Agreement. Nestablish will notify you of any amendments to this Agreement (including any changes in the hardware or software required to access and retain documents) by providing notice to you at your email address or as otherwise allowed or required by law.

6. DISCLAIMERS OF WARRANTIES/LIMITATIONS OF LIABILITY. Nestablish is not liable for any loss or damage arising from (a) interruption of Nestablish's system due to problems with your equipment or errors, omissions or delays in communication and transmission lines, (b) data entered into Nestablish's system by another Nestablish user, (c) documents or notifications that are not delivered, or are misdelivered or untimely delivered, (d) documents or notifications that are refused or redirected by email or internet traffic filters, or (e) any occurrence beyond Nestablish's reasonable control. Nestablish's cumulative liability to you for any claim against Nestablish arising out of or related to your use of Nestablish's services shall be in an amount no more than the actual costs you incur as a direct result of an occurrence, less the costs you would otherwise have incurred if the occurrence had not taken place. IN NO CASE SHALL NESTABLISH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF NESTABLISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, OR ARISING FROM THIS AGREEMENT.

NESTABLISH'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY

NESTABLISH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO ITS SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM ITS SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

NESTABLISH MAKES NO WARRANTY THAT (I) ITS SERVICES WILL MEET YOUR REQUIREMENTS, (II) ACCESS TO ITS SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ITS SERVICES WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION WILL CONTROL.

7. RIGHTS RESERVED TO NESTABLISH. All right, title, and interest in and to the Services, except for Content not provided by Nestablish, are and will remain the exclusive property of Nestablish and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in this Agreement gives you a right to use the Nestablish name or any of the Nestablish trademarks, logos, domain names, and other distinctive brand features.

8. INDEMNIFICATION. You agree to indemnify and hold harmless Nestablish and its affiliates, officers, directors, licensors, partners, licensees, consultants, contractors, agents, attorneys and employees from and against any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims"), that actually or allegedly result from your

use of the Services or your breach of any terms or representations, warranties, or covenants contained in this Agreement.

9. **PRIVACY POLICY.** Nestablish maintains a privacy policy with respect to certain information collected or disseminated through Nestablish's services. You can read this privacy policy by clicking on the link at Nestablish's website. Before you use Nestablish's services you must review and acknowledge Nestablish's privacy policy.

10. **DISPUTE RESOLUTION.** This Agreement shall be governed in all respects by the laws of the United States and the State of Arizona, except for its conflict of laws provisions. You agree that for any dispute, controversy or claim arising out of or in connection with this Agreement, venue and personal jurisdiction shall be in the federal, state or local court with competent jurisdiction located in Maricopa County, Arizona. The prevailing party will be entitled to an award of reasonable attorney's fees.

11. **MISCELLANEOUS.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the provision is severable from the other provisions of this Agreement, and the other provisions of this Agreement shall remain in full force and effect. Any delay or omission by Nestablish to exercise any rights under this Agreement shall not be construed to be a waiver thereof. You may not assign this Agreement or any of the rights hereunder without Nestablish's prior written consent.

By signing below I state that I have read and agree with the Electronic Agreement.

^ Buyer's Signature

Mo/Da/Yr

^ Buyer's Signature

Mo/Da/Yr