

TERMS OF USE

This Terms of Use policy (the "Policy") applies only to your use of this website and the transmittal, collection, use and sharing of information that you provide to Sierra Pacific Mortgage Company, Inc. ("us" or "Sierra Pacific") through electronic means via this website. This policy does not apply to the practices or policies of any other website, email system, or communication portal that you may access, whether maintained or sponsored by us. This policy also does not apply to the practices, policies or uses of third parties, our business partners, or others with whom we may do business. Our website may contain links to third party sites not controlled by us or covered by this Policy. We strongly recommend that you review the privacy policies of all websites, systems, or communication portals prior to providing any public or non-public information by those means.

This Policy is effective as of January 1, 2017. We reserve the right to amend, alter, update, or otherwise change this Policy at our discretion. Any changes to this Policy will be posted to this web page in a timely manner.

Except as specifically stated in this Policy, this website and all related services are provided strictly "AS-IS" with no express or implied warranties or representations of any kind or nature, including without limitation the warranty of fitness for a particular purpose. Sierra Pacific and its employees, agents, shareholders, officers, third party suppliers, and vendors are not and shall not be held responsible or liable for the quality or results or products, services, or promises of any third party. Our website and its programs, functions and features are offered on an "as-is" basis only with no guarantees, promises, or covenants. Sierra Pacific has no affiliate entities, parents or subsidiaries.

Specific pages and programs of our website may utilize "cookies" or other devices designed to assist you with your use of our website, as well as provide us with statistical information. We may use cookie technology or other online tracking technologies to gather information about your visit and use of our website in order for us to measure website activities, surfing trends, referral trends, internet service provider information, and other statistical data. This will assist us with our efforts to design the most useful website for you and our customers.

We comply with all applicable state and federal privacy laws applicable to your use of this website, including but not limited to, The Gramm-Leach-Bliley Privacy Act and the Fair Credit Reporting Act. All personal and/or financial information and/or authorizations you provide to us through this website is done voluntary and with your

consent. We may collect non-public information about you from information we receive from you on your applications and other documents; information or documents you supply to us or which your loan originator provides to us during the loan process; and information we legally receive from consumer reporting agencies, bureaus, and other third parties. We also collect information from records maintained by or on behalf of Sierra Pacific, which may include information in your loan servicing file, or your hazard insurance provider. We may also collect public or non-public information from third parties, such as third party brokers, credit reporting bureaus, courts, or other public and non-public sources.

If you complete an online application or transmit your personal information, then the non-public information that we collect includes:

- Personal identifying information, including information such as your name, address, social security number in whole or in part, telephone number, email address, date of birth
- Financial information, including but not limited to income information, employment and tax information, individual account numbers, bank information, asset information, liability information, account balances and payment history;
- Other information deemed necessary to provide our services or products to you.

We collect social security numbers and non-public information in order to allow us to provide services to you; to support federal, state and local legal requirements. We restrict access to social security numbers to those employees and service providers who require those numbers to support these purposes. We will not disclose your social security number to any third parties except as otherwise stated in this Notice, or as permitted by law. We strive to protect social security numbers known to us by maintaining physical, electronic, procedural, and technological safeguards in compliance with state, local and federal regulations.

We do not disclose non-public information except as permitted by law. We use non-public information as needed to process your request for our services, products or information. For example, if you apply for a mortgage loan with Sierra Pacific, we will use non-public information to determine your eligibility for certain mortgage loans and then, if appropriate, to process and close your mortgage loan. If Sierra Pacific administers or services your mortgage loan, then we will use non-public information to complete our servicing duties, which may include processing of payments or working to resolve issues or disputes related to your mortgage loan. We train our employees to

protect your non-public information. We may also use information we collect for analytical, statistical, research or marketing purposes, as allowed by law.

Disclaimer

THE SERVICES ARE OFFERED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND-WHETHER EXPRESS, IMPLIED OR STATUTORY-INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU ACKNOWLEDGE THAT NEITHER SIERRA PACIFIC, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE SITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICES AND THE SITE. SIERRA PACIFIC DOES NOT ENDORSE PRODUCTS OR SERVICES APPEARING ON LINKED SITES OR PURCHASED VIA LINKED SITES. (THIS DOES NOT AFFECT ANY MANUFACTURER'S WARRANTIES THAT THE PROVIDERS OF THE LINKED SITES OTHERWISE OFFER.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT NEW PENN IS NOT RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SIERRA PACIFIC WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF THE SERVICES, THE SITE, ANY ON-LINE SERVICES OR INTERNET BROWSER SOFTWARE, INCLUDING LIABILITY ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM.

USER IDs AND PASSWORDS

If our Services require you to create a password to use certain portions of our Services, then it is your sole responsibility to maintain the security of that password. You agree

that we shall not be liable for any loss that you may suffer as a result of the authorized or unauthorized use of your password by a third party. You shall not allow any person under the age of 18 to use any Service via your registration or password.

Certain areas or features of this website may be restricted to users who have obtained a user identification and password by completing a registration process described on this website. Please be sure to protect and maintain the confidentiality of any user identification, password or other identifying information you may obtain in connection with your use of this website. You agree to notify Sierra Pacific immediately if you believe your user identification, password or other identifying information has been lost, stolen or otherwise compromised. You also 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 user identification, 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 user identification, password or other identifying information has been lost, stolen or otherwise compromised.

You Must Notify Us of a Breach. You agree to immediately notify us of any unauthorized use of your password, any unauthorized use of any account that you may have with us, any violation of this Agreement, or any other breach of security known to you in connection with any product or service available on our Services by sending an email to: info@sierrapacificmortgage.com

No Guarantee of Quotes, Fees, Terms, Rates, Coverage or Services. We do not make any warranties or representations regarding the quotes, fees, terms, rates, coverage or services offered or made available by Service Providers. We do not guarantee that quotes, fees, terms, rates, coverage or services offered by Service Providers are the best available.

Electronic Communications

When you visit our Services or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically. Although we may choose to communicate with you by regular mail, we may also choose to communicate with you by email or by posting notices on our Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Mobile Devices

If we provide aspects of our Services via an application for your mobile or other device, please be aware that your carrier's normal rates and fees may apply and that the terms of this Agreement and other agreements within the application apply to your use of such application

Our Services are Not Intended for Minors

Our Services are intended to be accessed and used only by adults and are not directed to minors. As stated in our Privacy Policy, we do not knowingly collect personally identifiable information by anyone under the age of 18 and you should not provide us with any information regarding any individual under the age of 18. For additional information regarding the Children's Online Privacy Protection Act (COPPA), please visit the Federal Trade Commission website.

Transmissions, Submissions and Postings to our Services

If you transmit, submit or post information to our Services that is not Federally trademarked and/or copyrighted, you automatically grant us and our assigns the worldwide, fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content (as defined below). Provided that you have obtained prior written permission from us to transmit, submit or post information to our Services that is Federally trademarked and/or copyrighted, you automatically grant us and our assigns the worldwide, fully-paid, royalty-free right to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content.

Submissions: You acknowledge and agree that all submissions to Sierra Pacific containing any comments, improvements, suggestions, and ideas regarding this website will become and remain our exclusive property, including any future rights associated with such submissions, even if the provisions of these Terms of Use are later modified or terminated. This means that you forever disclaim any proprietary rights in such submissions, and you acknowledge Sierra Pacific's unrestricted right to use, publish, and commercially exploit, identical, similar, or derivative ideas originating from your submission, in any medium, now and in the future, without notice, compensation or other obligation to you or any other person.

We do not sell our customer lists, customer information, or non-public information. As permitted by law, there are situations in which your public or non-public information may be shared with service providers. These situations include:

- Information provided to loan servicers, subservicers, master servicers, or providers of mortgage loan services, and as permitted by law;
- Information provided to investors, banks, trusts, trustees, agencies, organizations, or entities holding an interest in your mortgage loan or evaluating the purchase, assignment, or transfer of your mortgage loan;
- Regulatory agencies such as the Consumer Financial Protection Bureau, the U.S. Department of Housing and Urban Development and state departments of financial institutions;
- Courts or attorneys who serve us with a subpoena;
- Successor investors and assignees, or fiduciaries;

Patriot Act Disclosure

To help the United States government prevent fraud and fight the funding of terrorism, money laundering and related activities, Federal law requires that we obtain, verify and record information that identifies each person who applies for a mortgage loan through this website. We will ask you for your name, address, date of birth, and other identifying information. We may also inspect and/or copy your driver's license or other identifying documents. If you fail or refuse to provide such information, we may decline to open account or establish or continue a customer relationship with you.

General

Sierra Pacific reserves the right to modify these Terms of Use at any time without notice, but the most current version of the Terms of Use will always be available to you by clicking on the link at the bottom of the Site. If you find the Terms of Use unacceptable at any time, you may discontinue your use of the Services. By continuing to use the Services after the date of any change to these Terms of Use, including accessing the Site, you agree to be bound by the rules contained in the most recent version of this Agreement.

Sierra Pacific reserves the right to modify or terminate the Services and the Site or to terminate your access to the Services and Site, in whole or in part, at any time. These Terms of Use constitute a contract between you and Sierra Pacific.

DISCLOSURES AND LICENSES

For disclosures and licensing information please visit:

<https://www.sierrapacificmortgage.com/licensing>

Applicable Law

You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and us, except as otherwise stated in this Agreement.

Questions and Comments

If you have questions or comments regarding this Policy, please contact us at: Sierra Pacific Mortgage Company, Inc., Attn: Jeffrey W. Kibbey, General Counsel, 1180 Iron Point Road, Ste. 200, Folsom, CA 95630.

SIERRA PACIFIC MORTGAGE COMPANY, INC. IS AN EQUAL HOUSING LENDER.

- Company Legal Information and Copyright/Trademark Notice
- Home Mortgage Disclosure Act Information
- Equal Housing Lender
- Terms of Use

COMPANY LEGAL INFORMATION AND COPYRIGHT/TRADENAME NOTICE.

NMLS unique identifier #1788. Visit NMLS Consumer Access for additional information.

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We do business in Arizona as Sierra Pacific Mortgage Services, Inc. For licensing information, see our Licensing Disclosure.

Corporate Offices: Corporate Headquarters, Sierra Pacific Mortgage Company, Inc., 1180 Iron Point Road, Ste. 200, Folsom, California 95630.

Regulatory Inquiries and Legal Department: Legal Department, Sierra Pacific Mortgage Company, Inc., Attn: Jeffrey W. Kibbey, General Counsel, 1180 Iron Point Road, Ste. 200, Folsom, CA 95630. All legal notices, papers and other documents must be served upon Sierra Pacific in accordance with all applicable laws, regulations, and filings. This notice does not constitute a waiver of any applicable requirement of requirement of service of process or similar consent. If you are a consumer and wish to contact us about your account or for any other reason, please refer to our Contact page. If you would like to

request a copy of our public information available under the Home Mortgage Disclosure Act (HMDA), please refer to our HMDA Notice.

HOME MORTGAGE DISCLOSURE ACT NOTICE

The Home Mortgage Disclosure Act (HMDA) data about our residential mortgage lending is available for review. The data shows geographic distribution of loans and applications; race, gender, and income of applicants and borrowers; and information about loan approvals and denials. To request a free copy of the data regarding your metropolitan statistical area, write to:

HMDA Officer – Compliance
Sierra Pacific Mortgage Company, Inc.
1180 Iron Point Road, Ste. 200
Folsom, CA 95630
Compliance@spmc.com

EQUAL HOUSING NOTICE



**EQUAL HOUSING
LENDER**



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance with the Federal Fair Housing Law
(Fair Housing Amendments Act of 1988)**

**It Is Illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin.**

In the sale or rental of housing or
residential lots

In advertising the sale or rental of
housing

In the financing of housing

In the provision of real estate brokerage services

In the appraisal of housing

Blockbusting is also illegal

**Anyone who feels that he or she has
been discriminated against may file a
complaint of housing discrimination:
1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)
[www/hud.gov/fairhousing](http://www.hud.gov/fairhousing)**

**U.S. Department of Housing and Urban
Development
Assistant Secretary for Fair Housing and Equal
Opportunity
Washington, D.C. 20410**

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color

- National origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Handicap

What Housing Is Covered? The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited? In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan

In Addition: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertising or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.