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### **ACCESS TO THIS WEBSITE**

Matador Lending 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.

### **USE OF THIS WEBSITE**

You agree and acknowledge that you have the sole responsibility and liability for your use of this website and for providing or obtaining, and for maintaining, all of the hardware, software, electrical power, telecommunications, Internet services, and other products or services necessary or desirable for you to access and use this website. If the Services provide professional information, such information is for informational purposes only and should not be construed as professional advice. Financial information is one such example. In particular, any information regarding mortgages, financial products or services, or real estate or financial professionals is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information

contained in the Services. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

### **AGREEMENT TO PROVIDE ACCURATE INFORMATION**

In making a loan inquiry, application or in entering into any other transaction or request for information on this website, you agree to provide accurate, true, current, and complete information upon which Matador Lending may rely.

### **YOUR COOPERATION NEEDED**

Matador Lending generally begins processing your application (which may include ordering an appraisal, credit report, title commitment and other necessary items) upon the submission of a full and complete application. If you submit an application, you agree to cooperate in the application process (including submitting all required documentation in a timely manner) and if needed, to obtain information Matador Lending may need from third parties such as your bank, employer, current mortgage company, etc. In addition, you agree to notify Matador Lending of any changes in any information submitted in connection with your application.

### **REASONABLE EFFORTS**

While Matador Lending will use all of its reasonable efforts to have your application fully processed and closed on or before any applicable rate lock expiration date (if any) and/or anticipated closing date, some process are not under our control. For instance, Matador Lending cannot be responsible for delays in loan approval or closing due to: the untimely receipt of an acceptable appraisal; the untimely receipt of required documentation; your existing home not selling; matters disclosed by a title commitment or survey; any other matters beyond Matador Lending's reasonable control.

### **DEPOSIT / REFUND POLICY**

When you submit a loan application, Matador Lending will begin to process your application and, as a result, will advance on your behalf costs for certain third party expenses. If you do not fully cooperate in or complete the application process (including submitting all required documentation in a timely manner), choose to withdraw your application, or choose not to close the transaction for any reason, you may be required to pay for some or all of Matador Lending's third party costs. Please review your deposit agreement for details specific to your loan application. Intent to proceed required prior to collection of appraisal fee. Refund of the appraisal fee is limited to the actual amount paid that exceeds the amount charged by third party appraisal management company.

### **USER IDS AND PASSWORDS**

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. If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. 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. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You agree to notify Matador Lending 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.

## **PRIVACY AND SECURITY**

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## **COMMUNICATIONS WITH COMPANY**

Time Sensitive Instructions: When communicating with us through this website, chat or via Email, do not use the website, chat or Email to communicate any time-sensitive instructions that are in any way related to or affect your loan, loan application or closing (such as interest rates locks, cancellation of a closing, rescissions, or the like). Such instructions may not be honored. All transactions conducted on this website, chat or via Email, must be confirmed in writing by us to be accepted by and binding upon us.

Loan Approvals: All loan approvals, pre-qualifications, pre-approvals, rate locks, deposit and refund agreements, and the like, are only made by Matador Lending in writing. Approvals, pre-qualifications and pre-approvals are conditional in accordance with there terms except as be specifically provided for in writing signed by Matador Lending.

E-Signature: General communications through this website, chat or via Email are not intended by us to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means, unless a specific statement to the contrary is included in the message and specific e-signature procedures are employed. However, your assent to a “click to accept” button or box is binding upon you.

Recording & Monitoring of Communications: Your communications with us via the website, chat Email, and telephone may be recorded or monitored and by

using such communications methods you are consenting to the recording or monitoring of the same.

## **CONTACT METHODS**

Agreement to calls and information sharing: If you submit to Matador Lending through this website or otherwise you are making an inquiry as to lending programs and services offered by Matador Lending. You understand and agree that if you submit an inquiry, we may use the information that you provide, including, but not limited to, your full name, birth date, address, telephone number, and social security number and share the information with our affiliates so that they may respond to your inquiry. You authorize Matador Lending to share your information, either as provided by you or as corrected by us. Nothing in these Terms of Use or on this website constitutes an offer for a loan commitment or interest rate lock agreement. You agree that Matador Lending shall not be liable for any damages or costs which arise from your use of the affiliates' goods or services.

By submitting your contact request for a loan product, you are consenting to be contacted by us and one or more Affiliates by telephone (on a recorded line), automated calling, pre-recorded calling, text message, email, fax, telephone or any means, even if you have opted in to the National Do Not Call List, any state equivalent Do Not Call List or the internal Do Not Call List of any company. You understand that the Affiliates may maintain the information you submitted to us even if you decide not to use their services. In the event you no longer want to receive communications from an Affiliate, you agree to notify the Affiliate directly.

By providing Company your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail (except where disclosures and other communications must be sent via postal mail). We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. Also, you may not be able to opt out of receiving some documents, including required disclosures and documents for signatures related to loan applications.

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A physical or electronic signature that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are intended to be covered by a single notification, a complete list of such works and details or descriptions as to their locations within the Website;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please provide this information to the Company’s DMCA Agent, who can be reached as follows:

By Mail:

Matador Lending LLC

Attn: Legal Team

9700 Richmond Avenue, Suite 320

Houston, TX 77042

By E-Mail:

[legal@matadorlending.com](mailto:legal@matadorlending.com)

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Matador Lending LLC  
Attn: Legal Team  
3033 Chimney Rock #605  
Houston TX 77056

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**CORPORATE HEADQUARTERS**

Matador Lending LLC  
832-380-8250  
3033 Chimney Rock #605  
Houston TX 77056  
NMLS#1871433