

Closing Portal Terms of Use

LAST MODIFIED: AUGUST 2, 2021

Please read the Terms of Use carefully before you start to use the Platform (as defined below). These Terms of Use govern your access to and use of the Platform, whether as a guest or as a registered user, in addition to any other agreement you expressly agree to in order to access the Platform.

Acceptance of the Terms of Use

Rocket Mortgage, LLC (“**Rocket Mortgage**,” “**Company**,” “**we**,” “**us**,” or “**our**”) provides access to the various web pages established or maintained by Rocket Mortgage (collectively, the “**Website**”), and the Closing Portal application as an accommodation to our invited guests (the “**Platform**”).

By accessing or using the Website, the Platform, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you are:

- **Accepting and agreeing to be bound by these Terms of Use, and**
- **Accepting and acknowledging receipt and review of our [Privacy Policy](#), if you are user of the Platform.**

If you do not want to agree to these Terms of Use or accept our Privacy Policy, you must not access or use the Website or the Platform.

These Terms of Use also include any terms or instructions that appear on a screen when enrolling for, activating, accessing, or using the Platform.

Who May Use the Platform

You may use the Platform only if:

- You can legally form a binding contract with us, and
- You are 13 years of age or older and reside in the United States or any of its territories or possessions.

By using the Platform, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. This may include adding new or different terms to, or removing terms from, these Terms of Use. For your convenience, we post the Last Modified date at the top left of this page. All changes are effective immediately when we post them and apply to all access to and use of the Platform thereafter. Your continued access or use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. We may also, at our option, provide notice of amendments to you either by U.S. mail or electronically to any email address you have provided to us.

Our Grant of Rights to You

Subject to these Terms of Use, our Privacy Policy (as applicable), we grant you the right to access our Website and the Platform and their content. You may not (i) access, view, modify or otherwise use any portion of our Website or the Platform not made expressly accessible to you; and (ii) commercially exploit, copy, create derivative works, display, distribute, duplicate, license or modify the Website or the Platform without our express permission.

Your Grant of Rights to Us

For any content that you submit to our Platform (if such ability is available to you) or any appearance you make via audio or video technology on our Platform (“**User Contribution**”) and any data and information relating to your use of the Platform (together with User Contribution, all this constitutes “**User Content**”), you grant us the right to archive, capture, copy, display, distribute, index, modify, publish, record (including both audio and video recordings), reproduce, store, transmit and use your User Content to provide services to you through the Platform, for any legitimate business purpose associated with your use of the Platform, and for all other purposes as provided by law. We may retain User Content indefinitely, or delete or destroy it at any time, to the fullest extent permitted by law.

In submitting User Content, you represent and warrant that you have authority and rights to both submit such User Content and to provide the grant of rights to us.

Accessing the Platform, Account Security and Authorized Representatives

You are responsible for (i) making all arrangements necessary for you to have access to the Platform; and (ii) ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information or undergo identity validation. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with this Platform or otherwise, including but not limited to, through the use of any interactive features or identity validation methods on the Platform, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with the Privacy Policy. In addition, you may only access certain services by invitation, and we reserve the right to not provide, or discontinue the provision of, any services at any time.

If you choose, or are provided with, a username, password, access code or any other piece of 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 Platform or portions of it using your username, password, access code or other security information. You agree to notify us immediately of any unauthorized access to or use of your username, password or access code or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use 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 will be held responsible for authorized or unauthorized account activity under your username. If a company is setup with a “master account” that allows multiple usernames and passwords under its account, the “master account” holder will ultimately be held responsible for all usage under all each username and password. It is the duty of

the master account holder to inform Rocket Mortgage that usernames and passwords need to be removed from under the master account.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. We also have the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice.

If you are acting in your capacity as an authorized representative of another person (“Authorized Representative”) you represent and warrant to us that you have authority to act on behalf of the person with respect to these Terms of Use and the services offered through the Platform, and you agree to these Terms of Use on behalf of both yourself and the person you represent. You and the person you represent agree that any one Authorized Representative of such person may provide us with instructions, make any decision, obtain any information or make any request associated with the services offered via the Platform.

Use of the Platform

You understand that Rocket Mortgage has developed the Platform with user safety in mind and while reliable, is not perfect. Therefore, we cannot and do not guarantee that the Platform will be free of infection from viruses or other harmful or malicious computer related dangers that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Platform for the reconstruction of any lost data.

You assume sole responsibility and assume all of the risk for your use of the Platform and the internet. You acknowledge and agree that any uploads or transmissions you make may be intercepted and used by an unauthorized third party.

System Outages

We periodically schedule system downtime for maintenance and other purposes. In addition, unplanned system outages also may occur. We do not have any liability and you waive all liability whatsoever for the resulting unavailability of the Platform or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery or nondelivery of information caused by such system outages. Also, we shall not have any responsibility for any third party acts or any other outages of web host providers or the Internet infrastructure and network external to the Platform.

Intellectual Property Rights

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not: (i) modify copies of any materials from this Platform; (ii) use any illustrations, photographs, video or audio sequences or any graphics separately

from the accompanying text; or (iii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Platform.

These Terms of Use permit you to use the Platform only as permitted herein. In summary, the Platform provides a portal for the exchange of information and/or payment between you and a third party. While we reserve the right to monitor this exchange, we simply cannot, and do not, guarantee or otherwise warrant the accuracy of the information or stand behind any payment. You are solely, and directly, responsible for your engagement with any such third party and agree that you will not hold us responsible for anything related to your dealings with such a third party. You also understand that these dealings with third parties may subject you to certain additional terms and conditions, and that we do not endorse or otherwise stand behind those terms and conditions. You are solely responsible for reading, and comprehending, how any such terms and conditions may affect you.

If you wish to make any use of material on the Platform other than that set out in this section or the section titled "Our Grant of Rights to You," please address your request to: PrivacyByDesign@rocketmortgage.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

The Company name and all of the Company's trademarks, including the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform (i) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (ii) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (iii) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use; (iv) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (v) to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing); (vi) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform or expose them to liability; (vii) to use the Platform in any manner that could disable, overburden, damage or impair the Platform or interfere with any other

party's use of the Platform, including their ability to engage in real time activities through the Platform; (viii) to use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform; (ix) to use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent; (x) to use any device, software or routine that interferes with the proper working of the Platform; (xi) to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (xii) to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform; (xiii) to attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; or (xiv) to otherwise attempt to interfere with the proper working of the Platform.

Monitoring and Enforcement; Termination

We have the right to: (i) remove or refuse to post any User Contribution for any or no reason in our sole discretion; (ii) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public or could create liability for the Company; (iii) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (iv) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; or (v) terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. However, we do not undertake to review material before it is posted on the Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Copyright Policy

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Platform infringe your copyright, you may request removal of those materials (or access to them) from the Platform by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following: (i) Your physical or electronic signature; (ii) identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Platform, a

representative list of such works; (iii) identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material; (iv) adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address); (v) a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law; (vi) a statement that the information in the written notice is accurate; and (vii) a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Rocket Mortgage, LLC

Attn: Legal Team

1050 Woodward Ave

Detroit, MI 48226

PrivacyByDesign@rocketmortgage.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Reliance on Information Posted or Sent

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform includes content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to Platform Content and Software Updates

We may update the content on this Platform from time to time, but its content is not necessarily complete or up to date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

Using the Platform may include downloading software to your computer, phone, tablet or other device. We may from time to time in our sole discretion develop and provide software updates, which may include upgrades, bug fixes, patches, other error corrections and/or new features. You agree that we

have no obligation to provide any updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet either (i) the software will automatically download and install all available updates, or (ii) you may receive notice of or be prompted to download and install available updates. You shall promptly download and install all updates and acknowledge and agree that the software or portions thereof may not properly operate should you fail to do so. You agree that all updates you download will be subject to this Terms of Use and the Privacy Policy, if you are a business user.

Information About You and Your Visits to the Platform

You acknowledge that when you use the Platform, we may use automatic means to collect information about you, your electronic device, and your use of the Platform (including, for example, through cookies and). All information we collect from you and/or that you provide to us on this Platform is subject to our [Privacy Policy](#). By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the relevant Privacy Policy.

Linking to the Website and Social Media Features

Rocket Mortgage does not permit third-party advertising on this Website. Except with the written permission of Rocket Mortgage, you agree that you will not create links from any website or webpage to this Website or any webpage within this Website.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Platform is based in the State of Michigan in the United States. We provide this Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Platform for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS

OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. if the platform is used for remote notarization, we disclaim any responsibility for the failure of a notarized document to be accepted or for a document to be later deemed by a court or other party to be invalid because it was notarized by an audio-video communication. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, with respect to the platform, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors,

suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, (i) your User Contributions, (ii) the use by your employees, independent contractors or any other third parties to whom you provide access or who access the Platform on your behalf or in furtherance of your relationship with us, whether through your internet connection or not, (iii) any use of the Platform's content, services and products other than as expressly authorized in these Terms of Use or (iv) your use of any information obtained from the Platform.

Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in the City of Detroit and County of Wayne although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company 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 or a waiver of any other term or condition, and any failure of the Company 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 held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy and Terms of Sale constitute the sole and entire agreement between you and us with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

Your Comments and Concerns

This Platform is operated by Rocket Mortgage, LLC located at **1050 Woodward Ave, Detroit, MI 48226**.

All notices of copyright infringement claims should be sent to the copyright agent designated in the Copyright Policy set forth in these Terms of Use in the manner and by the means set forth herein.

All other feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: PrivacyByDesign@rocketmortgage.com.

Thank you for visiting the Platform.