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### Terms of Use

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9. You acknowledge that, by submitting your contact information or other request form on the website or by electing to request pre-approval or approval, you may receive calls from or on behalf of the lender at the telephone number(s) you provide to assist you in the mortgage process.
10. You agree to defend and hold Modern Finance L.L.C., its affiliates, and their respective directors, officers, employees, and agents harmless from any and all claims and demands made by any third party due to or arising out of your breach of these Terms of Use, your use of the website and its offerings, your violation of any law or the rights of a third party, or any submission of information and documents made through your user account on the website or that you otherwise make available through the website and its offerings.
11. You release Modern Finance L.L.C., its affiliates, and their respective directors, officers,

employees and agents from all liability related to any and all claims and demands you may assert against any third party arising out of the website and its offering. If you are a California resident, you waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

## **Privacy Policy**

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2. Modern Finance L.L.C. holds data confidentially and securely, adhering to standard privacy policies banks and lenders adhere to, including, but not limited to 128 bit encryption technology provided by DigiCert.
3. Personal information about you is collected from the information you provide to us when you sign up, fill out an application or any other form on our site required for your chosen lender to offer, process, approve and complete your mortgage transaction.
4. If you sign up, fill out an application or other form on our site, you will be asked for a variety of information which will help lenders communicate with you, and help the lenders you choose to evaluate your need(s) and to determine eligibility for the products or services that may be right for you.
5. We collect personal information about you when you sign up, fill out an application with your chosen lender or other form on our site.
6. We use cookies, but only to maintain session status as you complete forms. We do not and will not use cookies to collect or gather information as to your activities on our website or other sites you may have visited.
7. We will only share your information insofar as it is required to help your chosen lender process your application and/or form.
8. We restrict access to the information obtained from our web site and web pages to our employees and only those lenders and parties needed to process your information. We log all activity on the website and we periodically review that activity to determine the use of the site and will report malicious and or inappropriate activity to the appropriate law enforcement authorities. We maintain physical, electronic, and procedural safeguards designed to protect your personal information at all times.
9. Modern Finance L.L.C. will never sell or make your personal identifiable information public.

## **Contact Modern Finance L.L.C.**

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