Terms of Use & Privacy Policy

Terms of Use

These Terms of Use, and our Privacy Policy, as each is amended from time to time, apply to you when you view, access or otherwise use the web site located at https://www.blink.mortgage (the “Website”). The Website is owned by Bay Capital Mortgage. (““Bay Capital Mortgage””), which is headquartered in Salinas, CA. For the purposes of these Terms of Use, the terms “we,” “us” and “our” refer to “Bay Capital Mortgage” and “you” or “your” refer to a user of this Website. (a) Only authorized users who have entered into a separate license agreement with “Bay Capital Mortgage” may use our products and services. These Terms of Use (“Terms”) govern your use of the Website only, but do not authorize you to access or use our proprietary mortgage industry software. If you are interested in requesting a demo of our proprietary software, please contact us. All site visitors are subject to these Terms of Use and must be over the age of 18. By accessing or using the Website, you are acknowledging that you are over 18 years of age, and that you have read, understand, and agree without limitation or qualification to be bound by these Terms. If you do not agree with these Terms or are not over the age of 18, you do not have the right to access or otherwise use the Website and, accordingly, you should not do so. “Bay Capital Mortgage” reserves the right to modify these Terms from time to time without notice.

By accessing or using the Services, you acknowledge that you are considering Bay Capital Mortgage as your Loan Officer. You acknowledge and agree that you are entering into a lawful consumer relationship with Bay Capital Mortgage. You have no obligation to work with Bay Capital Mortgage, and you may terminate your use of the Services provided by Bay Capital Mortgage at any time. You represent that you have a bona-fide interest in the purchase, sale, or refinance of real estate through Bay Capital Mortgage. Any information you obtain from the Services is intended for your personal, non-commercial use. You agree to not copy, redistribute, or retransmit any data or information provided through the Bay Capital Mortgage except in connection with your consideration of the purchase, sale, or refinance of real property. You acknowledge that the individual multiple listing service (MLS) which supplies the listing data owns the rights to such data, and you acknowledge the validity of the MLS’s copyright of such data.

The Services offered by us are based in the United States. We may change, suspend, or discontinue all or any part of the Services, or deny you access to all or any part of the Services, without notice and without reason. By accessing the Services, you agree that you will not:

- Use the Services for any unlawful purpose, impersonate any person or entity, or misrepresent your affiliation with a person or entity;
- Reproduce, modify, distribute, display, or otherwise provide access to, create derivative works from, decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Services, except as explicitly permitted under these Terms;
- Obscure, block, or interfere with any advertisements or safety features on the Services;
- Circumvent, remove, alter, degrade, or thwart any protections in the Services, or use the Services to collect any market research;
- Use automated means, including spiders, robots, crawlers, or data mining tools, to download or scrape data from the Services, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- Take any action that imposes or may impose (in our discretion) an unreasonable load

on our technical infrastructure; or
- Interfere with the proper operation of the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, password or data mining, or any other means.

Eligibility

You must be at least 18 years of age to use the Services. By agreeing to these Terms, you represent and warrant that:

- You are at least 18 years of age.
- You have not previously been suspended or removed from use of the Services.
- Your registration and your use of the Services is in compliance with all applicable laws and regulations.

Accounts and Passwords

To access some features of the Services, you may be required to register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as an email address or other contact information. You agree that the information you provide is accurate and that you will keep it accurate and up to date at all times. You are responsible for maintaining the confidentiality of your usernames and passwords associated with your account and the Services. You must notify us immediately of any unauthorized use of your account. You may be liable for losses or damages incurred by us or any other user of the Services due to someone else using your username, ID, password, or other information which provides access to the Services. We are not liable for any loss or damage you may incur as a result of your failure to comply with these requirements.

By registering as a user on the Services, you expressly authorize Bay Capital Mortgage to access certain third-party websites and accounts on your behalf, to retrieve personal information and other information about you for any legitimate business purpose, subject to applicable law and our Privacy Policy. You agree that we may collect and use technical and usage data and related information about your computer or mobile device, date and time of Services access, system and software, and peripherals to facilitate the provision of product support and other services to you. You grant permission to us to use this information to improve products, to provide services or technologies to you, and to provide advertising content, including working with third parties who provide targeted advertising content. Features of the Services may request access to information contained or generated in your computer or mobile device, including location services. If you deny access to these functions, the Services may not work as designed. For more information on how we collect, use, transfer, store and share your online data and personal information, and how you can manage your online privacy choices, please see our Privacy Policy

Security

You are prohibited from violating or attempting to violate the security of the Services, including, without limitation:

- Accessing data not intended for your viewing or logging into a server or account which you are not authorized to access
- Attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization
- Attempting to interfere with service to any user, host, or network.

Violations of system or network security may result in civil or criminal liability. Bay Capital Mortgage will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Software

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to use the software and related functionality embedded in the Services (collectively, "Software"). Certain Software that Bay Capital Mortgage uses to provide the Services has been licensed from third parties (each, a "Third Party Licensor") that are not affiliated with Bay Capital Mortgage. Your limited right to use the Software is revocable in the discretion of Bay Capital Mortgage and its Third-Party Licensors. You agree to download and install all Software updates for the Services promptly once they are available to you. Bay Capital Mortgage and its Third-Party Licensors have no obligation to correct any bugs, defects or errors in the Services or Software, or to otherwise support, maintain, improve, modify, upgrade, update, or enhance the Services or Software.

Information Subject to Change

Although Bay Capital Mortgage has tried to provide accurate and timely information, the content of the Services may not be accurate, complete and/or current and may include typographical errors or technical inaccuracies. The information and materials contained in the Services are subject to change at any time without notice. Bay Capital Mortgage may change the products, services and other information identified on the Services at any time. Applicable terms, conditions, and eligibility requirements are subject to change and not all Services are available in all geographic areas. The information published on the Services is provided as a convenience to our visitors and is for informational purposes only. You should verify all information before relying on it and any decisions which you may make based upon the information contained on the Services shall be at your sole risk and responsibility. Your eligibility for particular Services is subject to final approval, determination, and acceptance by Bay Capital Mortgage in its sole and absolute discretion, notwithstanding your visit to and/or use of the Services.

Links

The Services may contain links and may enable you to post content to third party websites that are not owned or controlled by Bay Capital Mortgage. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website, and (ii) expressly release Bay Capital Mortgage from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third-party website that you may choose to visit, link to, or post content on. Any advice, opinions, or recommendations provided by third party websites are those of the third-party website providers and not of Bay Capital Mortgage. Your participation in any linked third-party website, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you and the third-party website provider.

Telecommunications Providers

You agree that when you use the Services, you will remain subject to the terms and conditions of all of your existing agreements with us, our affiliates and/or any unaffiliated

service providers and your internet service provider and mobile service carrier or provider, and that these Terms do not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Services (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Bay Capital Mortgage Apps), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or internet service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us.

Intellectual Property

Bay Capital Mortgage and the other trademarks, logos, and service marks displayed on the Services are our trademarks or those of our affiliates and/or other respective third-party owners. Under no circumstances may you alter, modify, or change these trademarks. You are prohibited from using these trademarks for any purpose without written permission. All rights, title, and interest in the Services and any content contained herein are the exclusive property of Bay Capital Mortgage, except as otherwise stated.

The information contained on the Services, including but not limited to text, graphics, and images (other than certain images licensed from third parties) and their arrangement, are copyright ©2016-2021 by Bay Capital Mortgage. and/or its affiliates and subsidiaries. All rights reserved.

You are authorized to view the information available on the Services for your informational purposes only. If you download any information from the Services for your personal reference, you shall not obscure any copyright, trademark, or other notices, and you acknowledge and agree that you do not acquire any ownership rights by downloading copyrighted material. You may not copy, republish, redistribute, transmit, participate in the transmission of, create derivatives of, alter, edit, or exploit in any manner any material including by storage on retrieval systems, without the express written permission of Bay Capital Mortgage. Deliberate misuse of the Services is expressly prohibited, and Bay Capital Mortgage reserves the right to terminate your access to the Services at any time for any reason and to advise the legal authorities of any misuse of the Services, including, without limitation, hacking and the introduction of viruses or other malware.

Digital Millennium Copyright Act - Notice of Claims of Copyright Infringement & Related Issues (17 USC § 512 et seq.)

We respect the intellectual property rights of others. Anyone who believes their work has been reproduced in a way that constitutes copyright infringement may notify our agent by providing the following information:

- Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site
- Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it
- Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint
- A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation

Upon obtaining such knowledge we will act expeditiously to remove, or disable access to,

the material. Please be aware that there are substantial penalties for false claims.

If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is a written communication that incorporates the following elements:

- A physical or electronic signature of the poster
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification
- Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the service provider may be found; and that you will accept service of process from the complainant

Communications

By your use of the Services, you also expressly consent to receiving servicing, collection, marketing and other calls and messages (including auto-dialed and pre-recorded message calls), SMS messages (including text messages), faxes, letters, and emails from us, our affiliates, marketing partners, agents, and others communicating at their request or on their behalf, via any telephone numbers (including any cellular telephone numbers), mailing addresses, or email addresses, or by using any other information that you have provided or may provide in the future. Your cellular or mobile telephone provider may charge you according to the type of plan you carry. Your consent will be effective regardless of any registration with any state or federal Do Not Call list or other comparable list or registry. Your consent for auto-dialed and prerecorded calls shall remain in effect until you revoke it. Your consent to these calls may be revoked by informing the telemarketing representative or by any other reasonable method that ensures we receive the revocation. Your consent to telemarketing calls is not a condition of obtaining the Services.

By submitting any comment, complaint, suggestion, improvement, idea, testimonial or other communication (each, a “Submission”) to Bay Capital Mortgage through the Services or any other method, you acknowledge and agree that any and all Submissions, and all rights therein, become the sole and exclusive property of Bay Capital Mortgage including any future rights, regardless of any subsequent modification or deletion of the provisions in the Terms. You acknowledge and agree that you irrevocably disclaim any right in the Submission and that the right to use, publish, display, commercially exploit, and create derivative ideas based on the Submission belong exclusively to Bay Capital Mortgage with no compensation, notice, credit, or other obligation being due or owed to you or anyone else.

You also consent to the recording and monitoring, for quality assurance, training, risk management, collection or other purposes, of any calls or other communications that you place with or send to us (or our agents, representatives, affiliates, third parties or anyone contacting on our behalf) or that we (or our agents, representatives, affiliates, third parties or anyone contacting on our behalf) place to or send to you.

Please note that messages you send Bay Capital Mortgage by email may not be secure. Bay Capital Mortgage recommends that you do not send any confidential information to Bay Capital Mortgage by email. If you choose to send confidential information to Bay Capital Mortgage via email, you accept all risk that such information may be intercepted by a third party

PRIVACY POLICY

In addition to these Terms, you use of and access to the Website is also subject to our Privacy Policy, which is incorporated by reference herein. Our Privacy Policy contains additional terms relating to our potential collection, use and disclosure of your personal information as a site visitor. You agree that you have read, agreed to and understand Bay Capital Mortgage's complete Privacy Policy.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION

(a) No Warranty. THE WEBSITE MAY CONTAIN ERRORS AND DEFECTS OR MAY SUFFER INTERMITTENT DOWNTIME AND IS PROVIDED "AS IS", "AS-AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, "Bay Capital Mortgage", AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS " "Bay Capital Mortgage"" FOR THE PURPOSES OF THIS SECTION) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, THAT THE WEBSITE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR FREE, THAT THE WEBSITE AND OUR SERVERS ARE SECURE, OR AS TO THE ACCURACY, RELIABILITY, QUALITY OR CONTENT OF ANY INFORMATION, SERVICE OR PRODUCT PROVIDED ON OR THROUGH THE WEBSITE, AS WELL AS ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; PROVIDED THAT THIS SECTION SHALL NOT OPERATE TO EXCLUDE OR DISCLAIM THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. USE OF THE WEBSITE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF ANY INFORMATION, CONTENT OR SERVICES ACCESSED THROUGH OR OBTAINED BY MEANS OF THE WEBSITE. (b) Limitation of Liability. "Bay Capital Mortgage" SHALL NOT BE LIABLE TO YOU FOR PERSONAL INJURY, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OR INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL OR LOST PROFITS), UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE, EVEN IF "Bay Capital Mortgage" HAS BEEN ADVISED OF THE RISK OF SUCH DAMAGES. Because some states or jurisdictions do not allow certain exclusions or limitations of liability, in such states or jurisdictions the above limitations and exclusions may not apply to you. In such states or jurisdictions, Bay Capital Mortgage's liability is limited to the extent permitted by law, thereby minimizing Bay Capital Mortgage's liability to you to the lowest amount permitted by applicable law. (c) Indemnification. You agree to defend, indemnify and hold Bay Capital Mortgage harmless from and against any liability, loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand based on or arising out of: (i) your use of or access to the Website or products or services hosted thereon; (ii) your violation of any third party proprietary or other rights; (iii) your breach of these Terms of Use; or (iv) your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on Bay Capital Mortgage's infrastructure. You shall not settle any such claim, action, or demand unless such settlement completely and forever releases Bay Capital Mortgage from all liability with respect to such claim or unless "Bay Capital Mortgage" consents to such settlement in writing (which consent shall not be unreasonably withheld).

GOVERNING LAW; DISPUTE RESOLUTION

(a) Dispute Resolution. You and “Bay Capital Mortgage” agree that we will first attempt to resolve any legal or equitable claim relating to these Terms of Use (referred to as “Claim”) informally. Accordingly, neither of us may start a formal proceeding (except for Claims involving any violation of the federal trademark or copyright laws, or for injunctive relief) for at least thirty (30) days after one of us notifies the other of a Claim in writing. Bay Capital Mortgage will use commercially reasonable efforts to send its written notice by first class mail, return receipt requested, or national overnight courier to your billing address, if available, with a copy via email to your email address. If “Bay Capital Mortgage” does not have a contact method for you or cannot obtain one with reasonable commercial efforts, you acknowledge and agree that Bay Capital Mortgage may pursue Claims against you as a “John Doe” defendant and employ legal processes to obtain your identity. You will send your written notice by first class mail, return receipt requested, or national overnight courier to “Bay Capital Mortgage”, Inc., 233 Monterrey St, Salinas, CA 93901. If we cannot resolve a Claim informally, you and “Bay Capital Mortgage” each agree to submit to personal jurisdiction in Salinas, CA and agree that any and all Claims either of us asserts shall be exclusively brought in the appropriate state or federal court in Salinas, CA, provided that neither you nor Bay Capital Mortgage shall be precluded from filing a Claim in small claims court for disputes within the small claims court jurisdictional level. (b) Governing Law and Attorney’s Fees. This Agreement is governed in all respects by the substantive laws of the State of CA, without regard to its conflict of law rules, and of the United States of America. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. The Website is intended for and directed to residents of the United States and all information, advertising and claims contained on the Website are valid in and applicable only to the United States. If any action at law or in equity is necessary to enforce these Terms, the prevailing party shall be entitled to reimbursement from the other party for its expenses and reasonable attorneys’ fees associated with the action, in addition to any other relief to which such prevailing party may be entitled.

Consent to Electronic Transactions and Disclosures

Because you are using the Internet on the Services, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us and for all our Services, we also need you to consent to our giving you certain disclosures electronically, either via the Services or to the email address you provide to us. By agreeing to these Terms, you agree to receive electronically all documents, communications, notices, contracts, and agreements—arising from or relating to you—regarding any Services you may request or receive or your use of the Services (each, a “Disclosure”).

Scope of Electronic Consent. Our consent is applicable to receive Disclosures and to transact business electronically. Our agreement to do so applies to any transactions to which such Disclosures relate between you and Bay Capital Mortgage. Your consent will remain in effect as long as you are a user of the Services and, if you are no longer a user of the Services, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a user have been made.

Consenting to Do Business Electronically. Before you decide to do business electronically with Bay Capital Mortgage, you should consider whether you have the required hardware and software capabilities described below.

Hardware and Software Requirements. To access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet, an email account and related software capable of receiving email through the Internet, a web browser which is SSL-compliant and supports secure sessions (such as Microsoft Edge, mobile Safari, Firefox, Chrome, or the equivalent software), and hardware capable of running this software.

Additional Mobile Technology Requirements. If you are accessing our Services and the Disclosures electronically via a mobile device (such as a smart phone, tablet, and the like), in addition to the above requirements, you must make sure that you have software on your mobile device that allows you to print and save the Disclosures presented to you during the application process. These applications can be found for most mobile devices in the devices' respective "app store." If you do not have these capabilities on your mobile device, please access this through a device that provides these capabilities.

Withdrawing Consent. You may withdraw your consent to receive Disclosures electronically by contacting us at the address below. However, once you have withdrawn your consent you may not be able to access or use the Services. If you have a pending request on the Services or relating to the Services, we may terminate it and remove it from our system. If you have already received or used the Services, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your verified business address provided during registration.

How to Contact Us regarding Electronic Disclosures. You can contact us via email at jorgeedeza@gmail.com or by calling 831-320-6212. You may also reach us in writing to us at the following address: "Bay Capital Mortgage"., 233 Monterrey St, Salinas, CA 93901, Attention: Customer Service.

Contact Information and License Disclosures

The Services are offered by Bay Capital Mortgage and its affiliates, headquartered at 233 Monterrey St, Salinas, CA 93901. You may contact Bay Capital Mortgage by sending correspondence to that address or emailing jorgeedeza@gmail.com.

Notice to California Residents

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

Notice to New York Residents

In order to protect against identity theft, all of the data that customers provide will be transmitted securely to our server where we implement industry standard best practices in securing consumer data; such as using 256-bit encryption. We use a system provided by a third-party that is SOC2 Type II audited. The third-party provider maintains a SOC2 Type II Compliance posture, which includes management of software updates. The third-party provider implements security software patch updates on their platform as quickly as possible after notification of availability is received. SOC2 Type II Compliance ensures their systems are maintained at appropriate patch/system version levels through timely application of system updates. Notwithstanding the forgoing, you agree to release any third-party provider utilized by us from any liability, claims and demands resulting from any lost and/or stolen data provided or otherwise transmitted to our server.

MISCELLANEOUS

(a) Suggestions and Feedback. Bay Capital Mortgage welcomes feedback or inquiries about our products. If you elect to provide any feedback or comments of any nature to Bay Capital Mortgage, all of such feedback and comments shall be the sole and exclusive

property of Bay Capital Mortgage, and Bay Capital Mortgage shall have the right to use such feedback in any manner and for any purpose in Bay Capital Mortgage's discretion without remuneration, compensation or attribution to you, provided that Bay Capital Mortgage is under no obligation to use such feedback. (b) Interpretation, Assignment and Entire Agreement. These Terms of Use, together with our Privacy Policy, form the complete and exclusive agreement between you and Bay Capital Mortgage relating to the Website and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties and all other communications between you and Bay Capital Mortgage. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, but may be assigned by Bay Capital Mortgage without restriction. Subject to the Bay Capital Mortgage's modification rights set above, no amendment of any provision of these Terms of Use shall be effective unless set forth in a writing signed by you and a representative of Bay Capital Mortgage, and then only to the extent specifically set forth therein. These Terms of Use may not be explained or supplemented by any prior course of dealings or trade by custom or usage. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. (c) Contact Us. If you have any questions, comments, or concerns regarding these Terms of Use and/or the Website, please send an email to jorgeedeza@gmail.com. Please note that communications made through e-mail or the Website's messaging systems shall not be deemed to constitute legal notice to "Bay Capital Mortgage" or any of its officers, employees, agents, or representatives. You may provide legal notice to "Bay Capital Mortgage" in writing by first class mail, return receipt requested, or national overnight courier, at: Attn: Legal Department Bay Capital Mortgage 233 Monterrey St, Salinas, CA 93901

Online Privacy Policy

Your privacy is extremely important to us. Protection of your personal or sensitive information and use of such data in a fair and trustworthy fashion comes with a degree of trust in manner that is key to the core values of Bay Capital Mortgage. This policy applies to all information collected by or in use of Bay Capital Mortgage.

Bay Capital Mortgage understands that consumers furnish sensitive information during the mortgage application process as is considering to be within the course of business. The Company and Management are committed to treating such information responsibly and identify expectations surrounding the sourcing, storage, and retention of such personal and financial information.

Bay Capital Mortgage is dedicated to take all the necessary steps to safeguard sensitive information that has been entrusted to us and lenders by their customers. This Online Privacy Policy explains how we collect, share, use, and protect information when you visit or use this online service.

As you review this Online Privacy Policy, here are a few general principles to keep in mind:

- Our online services are intended for a U.S. audience. If you visit or use our online services, your information may be transferred or processed in the United States.
- Our online services are not intended for children under 13. We do not knowingly collect personal information from children under 13 without parental consent
- If you are a California resident, you may have rights under the California Consumer Privacy Act.

Gramm Leach Bliley Act

Subtitle A of Title V of the Gramm Leach Bliley Act established specific guidelines regarding to disclose nonpublic personal information about a consumer to nonaffiliated third parties and requires a financial institution to disclose to all of its customers the institution's privacy policies and practices relating to information sharing with both affiliates and nonaffiliated third parties. Additionally, the Act requires that customers be provided an opportunity to opt-out of sharing his or her nonpublic personal information to nonaffiliated third parties subject to certain exceptions. Bay Capital Mortgage has elected to not share any non-public personal information with nonaffiliated third parties other than as permitted by the exceptions delineated in the privacy rule.

Definitions

Affiliate - any company that controls, is controlled by, or is under common control.

Personally, identifiable financial information - any information collected about a consumer in connection with providing a financial product or service to that consumer. This includes: information provided by the consumer during the application process (e.g., name, phone number, address, income); information resulting from the financial product or service transaction (e.g., payment history, loan or deposit balances, credit card purchases); information from other sources about the consumer obtained in connection with providing the financial product or service (e.g., information from a consumer reporting agency or from court records)

Publicly available information - any information Bay Capital Mortgage reasonably believes is lawfully made available to the general public from federal, state, or local government records, widely distributed media, or disclosures to the general public that are required to be made by federal, state, or local law.

Nonaffiliated third party – means any person who is not an affiliate.

Nonpublic personal information - consists of personally identifiable financial information obtained or that is provided by a consumer that is not publicly available information. It includes any lists, descriptions, or other groupings of consumers (including publicly available information contained therein) that are derived using personally identifiable financial information that is not publicly available.

Recipient – receipt of nonpublic personal information from a nonaffiliated financial institution and to any nonaffiliated entity to which Bay Capital Mortgage gives nonpublic personal information.

Right to Financial Privacy Act

The Right to Financial Privacy Act established guidelines and procedures regarding how agencies of the federal government may obtain the financial records of certain customers. The Right to Financial Privacy Act covers requests for financial information regarding individuals and partnerships with five or fewer people. It does not govern record requests for corporations or partnerships with more than five people. The Right to Financial Privacy Act only covers requests from a federal government authority. It does not apply to requests from the Internal Revenue Service or from state, local, or other non-federal agencies.

Bay Capital Mortgage will not honor any request for information that does not comply with the requirements of the Right to Financial Privacy Act. Strict precautions will be taken to prevent the release of inappropriate information as allowed by the Right to Financial Privacy Act.

Information Collected

Personal Information

Information related to any identified or identifiable individual person or party, such as employees, customers, contractors, partners or any other third party (including third parties' personnel). Examples of Personal Information are name, address, or credit card number. Other examples of Personal Information may include browsing history, loan applications, and requests for information about products and services, if they relate to an identified or identifiable individual. An identifiable person is one who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to his identity. from many sources is collected.

In order to protect against identity theft, all of the data that customers provide will be transmitted securely to our server where we implement industry standard best practices in securing consumer data; such as using 256-bit encryption. We use a system provided by a third-party that is SOC2 Type II audited. The third-party provider maintains a SOC2 Type II Compliance posture, which includes management of software updates. The third-party provider implements security software patch updates on their platform as quickly as possible after notification of availability is received. SOC2 Type II Compliance ensures their systems are maintained at appropriate patch/system version levels through timely application of system updates. Notwithstanding the forgoing, you agree to release any third-party provider utilized by us from any liability, claims and demands resulting from any lost and/or stolen data provided or otherwise transmitted to our server.

Sensitive Personal Information

Is Personal Information that receives special legal protection under applicable law. Some examples in the US include social security numbers, credit card numbers, personal health information, credit reports and ratings, race, political affiliations, religious beliefs, personal health information, etc. Sensitive information may require heightened security protection or special individual consent.

Usage and Other Information

In addition to the personal information described above, we may collect certain information about your use of our online services. For example, we may capture the IP address of the device you use to connect to the online service, the type of operating system and browser you use, and information about the site you came from, the parts of our online service you access, and the site you visit next. We or our third-party partners may also use cookies, web beacons or other technologies to collect and store other information about your visit to, or use of, our online services. In addition, we may later associate the usage and other information we collect online with personal information about you.

Use of Information

We use the information discussed above in a number of ways, such as:

- Processing applications and transactions;
- Verifying your identity (such as when you access your account information);
- Preventing fraud and enhancing the security of your account or our online services;
- Responding to your requests and communicating with you;
- Performing analytics concerning your use of our online services, including your responses to our emails and the pages you view;
- Complying with and enforcing applicable legal requirements, relevant industry standards, contractual obligations, and our policies; and
- For any other purposes that we may specifically disclose at the time you provide, or

we collect your information.

We may also use data that we collect on an aggregate or anonymous basis (such that it does not identify any individual customers) for various business purposes, where permissible under applicable laws and regulations.

Information Disclosed

We do not disclose nonpublic personal information except as permitted or required by law. Disclosure of personally identifiable information without consumer's refusal occurs in the following circumstances:

- To certain nonaffiliated third parties (under limited circumstances) to the extent permissible under law to service the lenders customer, report to credit bureaus, manage risk, and perform other financial services related activities.
- Disclosing information, we receive on a lenders customer loan application such as the assets, liabilities, income, and employment history for a lender using our system to determine whether a loan made to the customer is salable in the secondary market, for example.
- Information necessary to enforce legal or contractual rights, if applicable, or the right of any other person who is engaged in a transaction directly with our company and not the lender.
- To disclose information required in the ordinary course of business, such as in the settlement of claims or benefits or the confirmation of information to a lender's customer or the consumer's agent.
- To provide information to agencies, persons that are assessing our compliance with industry standards, and our attorneys, accountants, and auditors.
- To the extent permissible under the Right to Financial Privacy Act.
- To comply with federal, state, or local laws, rules, and other applicable legal requirements.

Understanding Cookies, Web Beacons and Other Tracking Technologies

We, or our service providers, and other companies we work with may deploy and use cookies, web beacons, local shared objects and other tracking technologies for various purposes, such as fraud prevention and monitoring our advertising and marketing campaign performance. Some of these tracking tools may detect characteristics or settings of the specific device you use to access our online services.

- "Cookies" are small amounts of data a website can send to a visitor's web browser. They are often stored on the device you are using to help track your areas of interest. Cookies may also enable us or our service providers and other companies we work with to relate your use of our online services over time to customize your experience. Most web browsers allow you to adjust your browser settings to decline or delete cookies but doing so may degrade your experience with our online services.
- Clear GIFs, pixel tags or web beacons—which are typically one-pixel, transparent images located on a webpage or in an email or other message—or similar technologies may be used on our sites and in some of our digital communications (such as email or other marketing messages). They may also be used when you are served advertisements, or you otherwise interact with advertisements outside of our online services. These are principally used to help recognize users, assess traffic patterns, and measure site or campaign engagement.
- Local Shared Objects, sometimes referred to as "flash cookies" may be stored on your hard drive using a media player or other software installed on your device. Local Shared Objects are similar to cookies in terms of their operation but may not be

managed in your browser in the same way. For more information on managing Local Shared Objects.

Safeguarding

We protect consumer privacy by ensuring that only employees who have a business reason for knowing information have access to it. We have retained the services of a compliance officer as the financial privacy coordinator, who is consulted for maintaining internal procedures to ensure that our consumers' information is protected.

All employees have a copy of this policy and are trained at least annually regarding the importance of safeguarding information. Any employee who violates our privacy policy is subject to disciplinary action.

Additional Info. Collecting, Accessing, and Sharing PII

Collecting or maintaining any sensitive PII electronically in our database, accessible remotely from AWS servers, adheres to best practices related to privacy impact assessments. Access to sensitive PII is based on having a "need to know" basis for the collection of the info., i.e., when the info. relates to our official duties of delivering software services to lenders licensing our platform to enable their customers to have the ability to submit loan applications and corresponding documentation. Access is limited to only sensitive PII needed to fulfill our services, and not to view or use sensitive PII for any purpose other than to fulfill this our required duties.

No documents and data are accessible to casual visitors, passersby, or other individuals within the office without a "need to know." There will never be an authorization to access, share, or display any info. deemed sensitive PII outside work hours or outside of corporate headquarters, and outside of the company administrative login site. In addition, unless specifically designated to conduct work related to the development and delivery of the platform services to our client, you will not have the ability to access sensitive PII unless given the specific authority and access to do so by a direct supervisor. You access will be monitored utilizing an audit trail of your login, and pages accessed while you are logged in.

Linking to Third-Party Websites

Bay Capital Mortgage may provide links to websites that are owned or operated by other companies ("third-party websites"). When you use a link online to visit a third-party website, you will be subject to that website's privacy and security practices, which may differ from ours. You should familiarize yourself with the privacy policy, terms of use and security practices of the linked third-party website before providing any information on that website.

Updating Your Information

Keeping your account information up to date is very important. You may review or update certain account information by logging in and accessing the "Customer Center" section. If you cannot change the incorrect information online, or you prefer to request changes offline, please use the Contact Us option on our site, or call or write to us using the contact information listed on your account statements, records, or other account materials. You can also speak to one of our branch representatives, your financial advisor, or your designated account representative.

Changes to this Online Privacy Policy

We may change this Online Privacy Policy from time to time. When we do, we will let you know by appropriate means such as by posting the revised policy on this page. Any changes to this Online Privacy Policy will become effective when posted unless indicated otherwise.

Contact Bay Capital Mortgage

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