

## **Terms of Use**

Welcome to the Axos Bank® Mortgage Portal ("Portal"). This agreement defines the terms of use of the Portal and governs your relationship with Axos Bank in connection with your online mortgage application. This agreement is revised periodically, and it may include changes from earlier versions. By using this Portal, you agree to the most recent version of this agreement.

### **E-Sign Act Consumer Disclosure**

By applying for a mortgage online, you agree to accept all applicable disclosures associated with this transaction in an electronic form, including disclosures required by the Truth in Lending Act and the Real Estate Settlement Procedures Act.

### **You will be contacted by Axos Bank**

Your use and access to this Portal requires that we contact you. By selecting continue and registering for this service, you have agreed to these [Terms and Conditions](#), and you have agreed to receive automated text messages, calls, and emails for any purpose including but not limited to marketing of products and services by Axos Bank. You understand and agree that such messages may be sent via Automatic Telephone Dialing System and/or artificial or pre-recorded voice, and that such consent is not a condition of receipt of any good or service. Mobile carrier messages and data rates may apply. You may opt out at any time.

### **Access and use of Credit Reports**

Applying for a mortgage through this Portal requires Axos Bank to obtain and review my credit report. My credit report will be obtained from a credit reporting agency chosen by Axos Bank. I understand and agree that Axos Bank intends to use the credit report for the permissible purposes including evaluating my financial readiness to obtain financing and for future marketing to cross-sell other products and services offered by Axos Bank.

### **E- Sign Disclosure and Consent**

When applying for a Deposit Account or Loan with Axos Bank, also known as UFB Direct, you will be asked to give your consent for the Bank to provide disclosures, communications, and information to you electronically rather than paper form and agree to sign documents electronically, we will accept your electronic signature as though it were your handwritten signature.

The Disclosure and Consent Regarding Electronic (eSign) Signatures and Communications (the "Consent") provides the person(s) giving his/her consent below ("you" and "your") with information relating to your electronic receipt of disclosures and notices (collectively, the "Disclosures") in connection with your new Deposit Account or your loan transaction (the "Loan") pending with the Bank ("we", "us" and "our"). By providing your consent, you agree that we may send you any and all Disclosures (which are described below) relating to the Deposit Account or Loan in an electronic form. We will sometimes use the words "Electronic Records" as a short way to refer to the communications and information that we may provide electronically. Before you decide whether or not you wish to give your consent to receiving Electronic Records, you should read and consider the following information.

If you agree to provide your consent, click/check the "I Agree" button or sign at the bottom of the acknowledgement. The statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about Electronic Records that are not answered, you can contact us as follows:

Log into online banking and send us a secure message  
Call us toll free at 1-844-773-0647 for loan questions  
or 1-877-247-8002 for Deposit Account questions or write to us at:

**Axos Bank**  
Corporate Headquarters  
4350 La Jolla Village Drive, Suite 140 San Diego, CA 92122

[Types of Disclosures and Notices that will be provided in Electronic Form.](#) The Disclosures may include, without limitation, disclosures and notices under the Federal Equal Credit Opportunity Act and Federal Reserve Regulation B, the Federal Truth-in-Lending Act and Federal Reserve Regulation Z, the Federal Fair Credit Reporting Act, the Federal Electronic Fund Transfer Act and Federal Reserve Regulation E, the Federal USA PATRIOT Act of 2001 and Title V of the Federal Gramm-Leach-Bliley Act, together with all rules and regulations that implement the same, as well as all other applicable federal, state and local laws, rules, regulations and ordinances. The Disclosures also include any other information, agreements, disclosures, and notices that we wish to provide you in connection with the Deposit Account or Loan in an electronic form, even if the information, agreements, disclosures, and notices are not required by these laws, rules, regulations or ordinances.

For Online Banking Services the Disclosures may include your periodic Account Statement (As part of the monthly account statement, you will receive information about your account), other periodic or special notices (such as hold notices on availability of funds, or error resolution notices if you assert your rights under the federal consumer protection laws and regulations). These include special notices that federal laws and regulations from time to time might require us to provide to you and Privacy notices and disclosures. (These notices provide you with information about our privacy practices and policies).

[Your Right to Receive Paper Copies of the Disclosures.](#) You have a right to receive certain Communications on paper and you are not required to consent to receiving those Communications electronically instead. You are not required to consent to the electronic signature of documents. If you prefer not to provide your Consent, all of the Disclosures will be provided to you in a paper form. If you decide to provide your Consent, you should also print all disclosures and legal documents.

[Your Right To Withdraw Your Consent.](#) You have the right to withdraw your Consent at any time. You will not be charged any fees as a result of the withdrawal of your Consent. If you withdraw your Consent, any Disclosures provided to you after the effective date of the withdrawal will be provided in paper form. You may also receive paper copies of any Disclosures that were previously provided to you electronically as described below.

[Scope of Your Consent.](#) Your Consent applies only to your electronic receipt of Disclosures and legal documents in connection with the origination, closing and servicing of the Loan or deposit account. Your Consent does not apply to other transactions that you may wish to enter into with us.

[To Withdraw your Consent](#) all you need to do is contact us using one of the Contacts described above.

What records will you provide to me electronically? If you consent, you will receive electronic records that relate to our online banking services. These will include the following types of documents:

- Your monthly account statement, if applicable. (As part of the monthly account statement, you will receive information about your account).
- Other periodic or special notices (error resolution notices if you assert your rights under the federal consumer protection laws and regulations). These include special notices that federal laws and regulations from time to time might require us to provide to you.
- Privacy notices and disclosures. (These notices provide you with information about our privacy practices and policies).

Do I have an option to regularly receive these records in non-electronic form? After you provide your Consent, you may receive, without charge, a paper copy of any Disclosures that have been provided to you electronically by contacting us using one of the Contacts described above. The Bank's Online Banking Service has been designed and built to provide records to you in electronic form. To put it another way, the system is an electronic banking system and it does not have a paper-based alternative.

Can I get a copy of the records in non-electronic form if a special need arises? At your request, we can prepare a paper-based version of any of the electronic records you receive, for up to five years after the date it was created. If you want us to prepare a paper-based copy, you can request it by contacting us. Please refer to the Schedule of Fees for your account for any costs associated with this service.

If I consent to electronic records now, and change my mind, what can I do and what are the consequences? You can change your mind, and withdraw your consent, at any time, and provide notification to us at the contact information above requesting paper statements and documents be provided to you. However, remember that the Online Banking Service does not support paper-based communications. So the consequence to you, if you withdraw your consent to electronic records, is that your access to and your ability to use the Online Banking Service will end.

Change of your designated E-Mail Address. If you change your designated e-mail address, you must notify the Bank to ensure continued delivery of electronic records.

Are there any hardware or software requirements for me to access or retain the electronic records? You will need a computer with sufficient memory to store electronic records, and with a working connection to the Internet. You will need an internet connection; a Current Version of Internet Explorer, Chrome, Safari, or Firefox; an active e-mail account and related software for accessing the email account; a Current Version of a program that accurately reads and displays PDF files; and a device with an operating system capable of supporting previous items. Your browser will need to have a minimum of 128-bit encryption capabilities. You are responsible for configuring your system to accommodate these requirements. Finally, you will need a printer if you want to print copies of electronic records.

If we change the minimum hardware or software requirements needed to access or retain electronic records, and the change creates a material risk that you will not be able to access or retain a subsequent record, then before the change takes effect, we will let you know about the change and let you know what the new requirements are.

We will notify you by e-mail, and at that time you will be allowed to choose whether you still want to give us your consent to receive communications or information by electronic records. If not, you will be allowed to withdraw your consent at that time, without any fee or charge by us.

However, if you withdraw your consent, you may not be able to access the Online Banking Services without upgraded hardware or software. Then, your ability to use the Online Banking Service could also end (as described above, under "If I consent to electronic records now, and change my mind, what can I do and what are the consequences?").

[How will the electronic records be provided to me?](#) All [Disclosures](#) are available on the Bank's Website and can be accessed by clicking on the "Disclosures" link in the footer. Other periodic or special notices will be sent to you by e-mail, unless they contain confidential account information at which time, they will be sent by secure email through the online banking service on our Website. Your monthly account statements, if applicable, contain confidential information, so they will be stored for you to access (print or review) on the online banking service on our Website, at [www.axosbank.com](http://www.axosbank.com) and will be available to you for at least 2 years following the date it is first posted.

To access your monthly statements and any notices sent by secure email, you will need to sign-in to the online banking service of the Bank's Website.

[Are there other special requirements for electronic records?](#) You must provide us with your current e-mail address and keep it current with us at all times. Otherwise, you may not receive electronic records in a timely manner. If you download or print any confidential materials, such as your monthly statements, be sure that, you store them in a secure environment.

## **1. Privacy**

Please review our Privacy Policy, which also governs your visit to the portal, to understand our practices regarding the use and disclosure of your personal information.

We recognize, respect, and protect the personal privacy rights of all our customers and work diligently to safeguard your privacy. We are committed to providing the highest level of security and privacy regarding the collection and use of our customers' personal information, as well as the personal information of all consumers who visit our institution.

The Privacy Policy found in the following link explains how we use and protect the information about our customers. We ask that you read it carefully. [Privacy Policy](#)

## **2. Information and Conduct Rules and Obligations**

You acknowledge and agree that Axos Bank may preserve and disclose required information provided by you through the use of the Portal if it reasonably believes that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Conditions of Use; (c) respond to claims that any such information violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Axos Bank, its users and the public.

You understand that the technical processing and transmission of the Portal, including your information may involve (a) transmissions over various networks, including networks not controlled by Axos Bank; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree that you will not:

- (A) Upload or enter any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (B) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (C) enter any information that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
- (D) transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (E) interfere with or disrupt the Portal or servers or networks connected to the Portal, or disobey any requirements, procedures, policies or regulations of networks connected to the Portal;
- (F) intentionally or unintentionally violate any applicable local, state, national or international law.

### **3. Intellectual Property and Licenses**

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Your submissions of files including, but not limited to: Resumes, e-mail, movies, images, logos, audio loops, and other software hereby constitutes your agreement to grant Axos Bank a non- exclusive, royalty-free, worldwide, sub-licensable, perpetual license, to reproduce, distribute, transmit, modify, adapt, sub-license, and publicly display any such submissions.

#### **4. Disclaimer of Warranty/Limitation of Liability**

THIS WEBSITE AND RELATED INFORMATION IS PROVIDED BY Axos Bank ON AN "AS IS" AND "AS AVAILABLE" BASIS. Axos Bank MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND, OR AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Axos Bank DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Axos Bank DOES NOT WARRANT THAT THIS WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM Axos Bank ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Axos Bank WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

Axos Bank USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THIS WEBSITE. Axos Bank ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY TYPOGRAPHICAL OR OTHER ERRORS OR OMISSIONS IN THE CONTENT OF THIS SITE. IN THE EVENT THAT A PRODUCT IS LISTED AT AN INCORRECT PRICE OR WITH OTHER INCORRECT INFORMATION, Axos Bank SHALL HAVE THE RIGHT TO REFUSE OR CANCEL ANY ORDERS PLACED FOR THE PRODUCT LISTED INCORRECTLY. IF A PRODUCT OFFERED BY Axos Bank IS NOT AS DESCRIBED, YOUR SOLE REMEDY IS TO RETURN IT TO Axos Bank FOR A REFUND. ALL POSTAGE REQUIRED TO RETURN A PRODUCT WILL BE AT THE BUYER'S EXPENSE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### **5. Termination of Use**

Axos Bank may immediately terminate your access to the Portal for your failure to comply with the Conditions of Use. You agree that Axos Bank may, under certain circumstances and without prior notice, immediately terminate your access to the Portal. Cause for such termination shall include, but not belimited to, (a) breaches or violations of the Conditions of Use, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Portal (or any part thereof), or (d) unexpected technical issues or problems. Further, you agree that all terminations for cause shall be made in Axos Bank's sole discretion and that Axos Bank shall not be liable to you or any third-party for any termination of your access to or use of the Portal.

#### **6. Third Party Links**

Linked websites are not under the control of Axos Bank and Axos Bank is not responsible for the contents of any linked site or any link contained in a linked site. Axos Bank provides links to you only as a convenience, and the inclusion of any link does not imply or constitute an endorsement by Axos Bank of the site.

## **7. Applicable Law**

You agree that the laws of the state of Nevada, without regard to principals of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Axos Bank

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