

Terms of Use

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1. APPLICATION OF THESE TERMS OF USE

Your access to and use of any NAF Homes, Inc. ("Company") website ("Website(s)") or mobile applications (the "Applications," "App," or "Apps"), and any information, documents, tools, products, financial and banking services, realtor services, accounts, and/or other material made available through the Website ("Services"), are subject to the Terms and Conditions of use set forth herein (this "Agreement" or "Terms"). For purposes of this Agreement, (i) the terms "Website" and "Websites" include the Apps; and (ii) "you" or "your" means the person accessing the Website and includes any persons that allow others to provide information about themselves to Company.

THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THIS AGREEMENT. YOUR ACCESS TO AND USE OF THE WEBSITES IS SUBJECT TO THIS AGREEMENT AND ALL APPLICABLE LAWS AND WE RESERVE THE RIGHT TO TERMINATE YOUR ACCESS IF YOU VIOLATE THIS AGREEMENT. BY CLICKING ON LINKS WITHIN THE WEBSITES OR WEBPAGES BEYOND THE WEBSITE'S HOMEPAGE, CLICKING ON A BOX OR ICON, OR DOWNLOADING AN APP, YOU ACCEPT OF AND AGREE WITH THESE TERMS WHETHER

OR NOT YOU COMPLETE A TRANSACTION WITH COMPANY AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION ON THE WEBSITE OR THROUGH OTHER CHANNELS, SUCH AS BY TELEPHONE, EMAIL, FACSIMILE OR OTHERWISE. IF YOU DO NOT AGREE WITH THE TERMS IN THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE WEBSITES, ANY SERVICES AVAILABLE THROUGH THE WEBSITES, OR ANY INFORMATION CONTAINED ON THE WEBSITES.

MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER (PLEASE SEE SECTION 20 FOR COMPLETE DETAILS REGARDING MANDATORY ARBITRATION, CLASS ACTION, AND JURY TRIAL WAIVER). This Agreement contains a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Websites or Services will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator's decision will be subject to very limited review by a court. You will be entitled to a fair hearing but the arbitration procedures are simpler and more limited than rules applicable in court. For more details, please see below.

THIS AGREEMENT ALSO CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (please see Section 15). These provisions form an essential basis of our bargain. In addition to this Agreement, your use of certain Services may be governed by additional terms and conditions. We can change, update, add, or remove provisions of this Agreement at any time by posting the updated Agreement on the Websites. We will make commercially reasonable efforts to notify you of any material changes to this Agreement, however, we are not obligated to. You waive any right you may have to receive specific notice of such changes to this Agreement except for changes to our agreement to arbitration, which is discussed more fully below. Your continued use of the Websites or Services offered in or through the Websites after we have updated this Agreement shall be deemed to constitute acceptance of the then-current Agreement.

2. INFORMATION HANDLING

You consent to Company collecting and sharing your information with 1) its [partners](#) to provide you with information about a mortgage loan, real estate and/or home-related products or services that may be of interest to you, and 2) third parties involved in your transaction, such as realtors. To learn more about how we use and protect the privacy of users of the Website, please view Company's Privacy Policy, which is available [here](#).

3. ACCESSING THE WEBSITES AND SERVICES

To access your account on the Websites or with certain Services, we may require you to create a username and password. You agree to follow any requirements that we may

have for your username and password (for example, if we have a minimum number of characters, require that a letter be capitalized, or require one of the characters to be a number). For security purposes, you should change your password frequently and you can do so by following the applicable instructions. We recommend that you memorize your password and do not write it down. If you forget your username or password, you may contact us or follow the links available on the sign in page.

You are solely responsible for keeping your password, account numbers, and other account data confidential. You agree not to give your password, or make it available, to any other person. Notwithstanding the foregoing, you acknowledge and agree that if you permit another party to use your username and password to access Services, or otherwise authorize them to use the Services, you are responsible for any and all transactions that the party may make with your account. You agree to notify us immediately if your username and password is compromised or you believe that it may be compromised.

4. SECURITY

You agree that if you access our Services from a computer or mobile device other than your own or if you use your computer in a public place, you will not leave it unattended while using the Services. You agree that, in such situations, you will always log out of your account by clicking the log out button in the top right corner of your screen. You also agree to clear your web browser's cache on a regular basis to remove copies of webpages that may have been temporarily stored. You agree not to provide any of your access information to any person. You shall bear the entire risk for any use thereof, whether you have authorized such use and whether or not you are negligent. If you permit other persons to use your computer or mobile device, login information or any other means to access the Services, you will be held responsible for any transactions they undertake and we will not be liable for any damages resulting to you.

5. AVAILABILITY

You agree and understand that the Websites and Services may not be accessible or may have limited utility over some mobile and internet networks, and that there may be browser or other technical limitations specific to an individual mobile device or computer that will limit or prevent access to your account. We will use reasonable efforts to make the Websites and Services available for your use on a continuous basis. We do not guarantee functionality of the Websites and Services on all mobile devices or computers, on all communication networks, in all geographic regions, or at all times. The Websites and Services may also be temporarily unavailable for regular or emergency system maintenance. We reserve the right to schedule these maintenance periods at any time and without advance notice to you.

6. RESTRICTIONS ON USE

You may only use the Websites for the purposes expressly permitted in this Agreement. You agree that you will not use or attempt to use the Websites for any purpose other than conducting real estate purchasing related business with us as our bona fide client, prospective client, business partner, or real estate agent.

You warrant and agree that you will not use the Websites for any purpose that is unlawful or prohibited by federal, state or local law. By accessing or using the Websites, you agree that:

- your use of the Websites is subject to and governed by this Agreement;
- you will only access or use the Websites and transact business with us if you are at least 18 years of age;
- you reside in the United States and the District of Columbia;
- you will use the Websites solely for the Services offered in the normal course of business;
- you will always act in accordance with the law, custom, and in good faith;
- you will comply with and be bound by this Agreement as it appears on the Websites each time you access and use the Websites;
- each use of the Websites by you indicates and confirms your agreement to be bound by this Agreement; and
- this Agreement is a legally binding agreement between you and us that will be enforceable against you.

Without limiting the generality of the foregoing, you may not use or attempt to use the Websites or any part of the Websites for any purpose:

- that interferes with or induces a breach of the contractual relationships between Company employees and Company;
- that is any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- that transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited Email, unsolicited commercial communications;
- that transmits any harmful or disabling computer codes or viruses;
- that harvests Email addresses from the Websites;

- that transmits unsolicited Email to the Websites or to anyone whose Email address included the domain name of the Websites;
- that interferes with Company's network services;
- that attempts to gain unauthorized access to Company's network services;
- that suggests an express or implied affiliation with Company without express, authorized written permission from the Company;
- that impairs or limits Company's ability to operate the Websites or any other person's ability to access and use the Websites;
- that uses any methods, means or devices to click on to the Websites or cause a visit to the Websites for the purpose of manipulating the results of any Internet search engine;
- that unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
- that harms minors in any way, including, but not limited to, transmitting or uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
- that transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- that harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities;
- that dilutes, devalues, defames, or depreciates Company's name and reputation;
- that transmits or uploads any content or images that infringe upon any third party's intellectual property rights or infringe upon any third party's right of privacy; or
- that unlawfully transmits or uploads any confidential, proprietary or trade secret information.

This list of prohibited activities provides examples and is not complete or exclusive. We reserve the right to terminate your ability to use the Websites with or without cause and with or without notice, for any reason or no reason, or for any action that we determine is inappropriate or disruptive to the Websites or to any other user of the Websites. We may report to law enforcement authorities any actions that may be illegal, and any

reports we receive of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Websites or on the Internet.

7. INTELLECTUAL PROPERTY

Trademarks, service marks, logos, emblems, slogans, designs and copyrighted works appearing on the Websites are the property of Company or the party that provided them to Company. Company and those third parties retain all rights associated with any of the respective trademarks, service marks, logos, emblems, slogans, designs and copyrighted works appearing on the Websites.

All content, webpages, source code, calculations, products, materials, data, information, text, screens, photos, video, music and sound, functionality, services, design, layout, screen interfaces, "look and feel", design, functionality, and the operation of the Websites (collectively "Content") is the proprietary information of Company or the party that provided or licensed the Content to Company, and is protected by various intellectual property laws, including, but not limited to, copyrights, patents, trade secrets, trademarks, and service marks. All rights associated with the Content are owned by Company, our licensors, or our content providers. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of Content will be permitted without our express, authorized written permission and/or the express, authorized written permission of the copyright owner.

The availability of any Content through the Websites shall under no circumstances constitute a transfer of any copyrights, trademarks, or other intellectual property rights. You do not acquire any license or ownership rights by downloading or viewing any Content or by any other means. You will not in any way copy, reproduce, publish, create derivative works from, perform, upload, post, distribute, transfer, transmit, modify, adapt, reverse engineer, frame in any webpage, or alter the appearance of any Content.

8. USER SUBMISSIONS

The Websites may provide features such as personal webpages or profiles, message boards, and other interactive services (collectively, "Interactive Services") that allow users to upload, post, share, submit, publish, display, or transmit to other users or persons content or materials (collectively, "User Submissions") on or through the Websites.

All User Submissions must comply with the Content Standards set out in Section 9 of this Agreement.

Any User Submissions you post to the Websites will be considered non-confidential and non-proprietary. By providing any User Submissions on the Websites, you grant us and

our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Submissions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Submissions do and will comply with this Agreement.

You understand and acknowledge that you are responsible for any User Submissions you submit or contribute and you, not Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Submissions posted by you.

If you delete your account, we will stop displaying your User Submissions, but you understand and agree that it may not be possible to completely delete your content from our records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

You understand and agree that in performing required technical steps, we may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.

All testimonials submitted to us will become and remain our exclusive property, even if the provisions of this Agreement are later modified or terminated. This means that you irrevocably grant to us the unrestricted right (now and in the future, without notice, compensation or other obligation to you or any other person) to use your statement, image, likeness, as they may be used, in any medium, in connection with an advertisement or for any other publicity purpose. You further agree that we may use any percentage or part of your testimonial, image, likeness and/or works, in any way that we see fit, and may exclude your name or use a fictional name or other identifier at our sole discretion.

9. CONTENT STANDARDS

These content standards apply to any and all User Submissions and use of Interactive Services. User Submissions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Submissions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

10. LINKS TO THIRD-PARTY WEBSITES

The Websites may contain links to websites maintained by third parties that are not related to Company. Such links are provided for your convenience and reference only. We do not operate or control in any respect any information, software, products or services available on such websites, and we do not endorse, approve, sponsor or control any such websites' contents, or its sponsoring organization. You acknowledge and agree that the third-party website may have different privacy policies and terms and conditions and/or user guides and business practices than Company, and you further acknowledge and agree that your use of such third-party website is governed by the respective third-party website's privacy policy and terms and conditions and/or user guides. When you leave the Websites for another website, please note that we are not responsible for the accuracy or content of the information provided by that website, nor are we liable for any direct or indirect technical or system issues arising out of your access to or use of third-party technologies or programs available through that website.

We do not permit third-party advertising on the Websites without express written permission from the Company. You will not create links from any website or webpage to the Websites or any webpage therein without our prior written permission.

11. USE OF TECHNOLOGY

Company may request your permission, through a separate consent process, to contact you via phone, whether by live agent or artificial or prerecorded voice, SMS text to your residential or cellular number, whether dialed manually or by auto dialer, or by email.

11.1 Email Policy

Email in General

Our communications to you in email may not accurately represent the entire or final disposition of a matter or constitute our official business, due to brevity or informality. Email is one medium through which information may be exchanged, as when an email message responds to a voice mail. Accordingly, email, by itself, may not accurately reflect the complete communication or our intent as to the subject matter referred to within the communication, nor constitute an official business record of Company. Any official content present in an email communication is qualified in its entirety by any signed writings, which shall govern such content according to their provisions. Also, unless explicitly permitted in a signed writing or necessary by law, the mere receipt of an email by us may not put us on notice, timely or otherwise, of the matters contained within that email.

Confidential Information

The emails we send are confidential (and all attachments to such emails are confidential) and are to be reviewed and/or disclosed to only the individual or entity to whom they are addressed and intended. If you receive an email in error or if it is improperly forwarded to you, the information contained in the email should, at all times, remain confidential and such circumstances shall not authorize you to use or disclose the confidential information. You agree to notify the sender immediately by telephone or email, and delete or destroy the original and any copies. Any unauthorized use, disclosure, reproduction, or distribution is strictly prohibited. Emails marked as "Confidential" contain confidential and/or proprietary information that is disclosed under the condition that you treat and maintain such information strictly in a confidential manner and in compliance with all applicable privacy laws and that you ensure such information is not disclosed or used by others, except for the limited and confidential purpose for which it is being provided. By accepting receipt of and/or reviewing confidential information that we provide, you agree to indemnify, defend, and hold us harmless against any and all claims, losses, liabilities, or expenses, including attorneys' fees that we may incur as a result of the unauthorized use or disclosure of confidential information due to your acts or omissions.

Privileged Information

Emails exchanged with or involving our lawyers and legal staff may contain privileged information subject to the attorney-client privilege and/or the attorney work product

privilege. Such privileged information shall not be waived if you receive an email in error or if it was improperly forwarded or delivered to you or you otherwise receive such communication by any means. If you are not the intended recipient of privileged information, you agree to notify the sender immediately by telephone or email and delete or destroy the original and any copies. Any unauthorized use, disclosure, reproduction, or distribution of confidential or privileged information is strictly prohibited.

Time Sensitive Instructions & Official Matters; Filters

Do not use email to communicate time-sensitive instructions or official company matters; they may not be received or reviewed by us in a timely manner. Emails are processed through various virus and spam filters which may delay or reject the delivery of an email altogether. Urgent matters should be communicated in person directly with the person of concern via telephone and then confirmed in writing with the appropriate person via fax or email. We reserve the right to block any email source we deem inappropriate.

Business Purposes

Our email facilities are to be used only for conducting business with us. Vendors, suppliers, clients and others receiving email from us may not use our email addresses or contact information (or any other person's email address appearing on or in our email) for any purpose other than corresponding with us for lawful and legitimate business purposes relating to our business. The receipt of an email is not our consent for you to use our email address or contact information for direct marketing purposes or for transfers of data to third parties, and such use is strictly prohibited.

Monitoring of Communications

All emails sent to us or from us may be forwarded, monitored, and/or reviewed by others within Company other than the designated recipient/sender with or without notice to the designated recipient/sender. We may also record or monitor other forms of communications you have with us via the Websites, PC-talk, chat, email, text messages to and from Company-owned cellular devices, and telephone. By using such communication methods, you are consenting to the recording, monitoring, storage, and/or use of the same without further notice.

Unsecured Transmissions

While certain designated areas within our Websites employ technologies to secure your data and the transmissions between you and us, general email uses the Internet, which is an open system, and we cannot provide absolute assurances that all emails (sent or received) are secure, error free, not corrupted, incomplete or virus free and/or that they won't be lost, mis-delivered, destroyed, delayed, intercepted or decrypted by others. We therefore advise against sending sensitive or personally identifiable information over

email and disclaim all liability with regard to emails (and the contents therein) if they are corrupted, lost, destroyed, delayed, incomplete, mis-delivered, intercepted, decrypted or otherwise misappropriated by others.

Viruses

Computer viruses can be transmitted via email through email content, attachments to emails and embedded links. Although our emails are believed to be free of any virus or other defects that might affect computer systems in which they are received and opened, it is your responsibility to ensure that any email you open is virus free. We are not responsible for any loss or damage arising in any way from the receipt, use, storage or transmission of our emails. If we forward an email or reply to a prior email, the contents may have been produced by someone other than us, for which we assume no liability whatsoever. The use of email to introduce any virus, malicious or disabling code, or to otherwise interfere with our email transmissions, telecommunication, or computer networks is prohibited and against the law; violators will be prosecuted to the fullest extent of the law.

In addition to any other disclaimers we make in this Agreement, we disclaim any representation or warranty that our emails are virus free and/or error free. You agree to hold the Company harmless for any loss or damage arising from an email sent or forwarded to you or arising from any email reply or otherwise received by you.

Prohibited Email Content

We prohibit our team members from using email to make or send any type of menacing, defamatory, discriminatory, harassing, offensive or threatening statements or materials, or statements or materials that infringe the copyrights or legal rights of others. Such communications are against our policies and outside the scope of employment of our team members. You agree to hold the Company harmless from any harm, loss, or damage resulting from such communication, and the Company accepts no liability for such communication, and any of our team members responsible for such communication will be personally and solely liable for any damages or other liability arising therefrom. Please report any such violations to our 41050 W 11 Mile Rd. #210, Novi, MI 48375, or you may call (844) 626-1300.

The use of our email facilities for purposes of sending menacing, harassing, offensive or threatening messages to us or any member of our team is strictly prohibited and is unlawful; violators will be prosecuted to the fullest extent of the law. Use of our email facilities for soliciting any of our team to breach their employment agreements or to interfere with their employment status with us, or which otherwise interferes with our business or economic advantage is strictly prohibited and may result in legal action against you.

11.2 Terms Applicable to Email and Mobile Messaging

Emails are Generally Not Formal Signed Writings; E-Sign Disclosure

Unless explicitly stated otherwise, our emails do not contain or constitute an electronic signature, even if the sender's name appears in the email. An Email communication may not be construed against us as an interest rate lock, an unconditional loan commitment, an unconditional loan approval, an unconditional pre-qualification, an unconditional pre-approval, or any other unconditional offer or agreement to lend. Such documents and agreements are generally sent to clients in formal signed writings from us. Please review our [Electronic Consent Agreement](#) for additional information.

All Rights Reserved; Statements Attributable to Us

Our email shall be deemed Content and subject to the restrictions set forth herein with respect to Content. The only official publishable public statements that can be attributed to us are statements issued by our CEO or President.

Negligent Misstatement

In addition to the other disclaimers made in this Agreement, we disclaim any and all responsibility, including responsibility based on negligence or negligent misstatement, for the accuracy, completeness, or reliability of data or information contained in or furnished through email and we make no warranties, express or implied, with respect to such data or information. By using or interacting with the Website and/or reviewing information that we provide, you agree to hold us harmless against any and all claims, losses, liabilities, damages, or expenses, including attorney's fees that you may incur as a result of any negligence or negligent misstatement.

Complaints

Any email complaints should be directed to NAF Homes, Inc., 41050 W 11 Mile Rd. #210, Novi, MI 48375, Attention: Customer Service Department, or you may call (844) 626-1300.

12. MONITORING

We reserve the right, but do not have an obligation, to monitor use of the Websites. In addition, we reserve the right to collect, maintain, indefinitely store, and use (at our sole discretion and without limitation and in compliance with applicable law and our applicable privacy policies or notices) any or all data from your use of or interaction with the Websites including, but not limited to data input by you and analytical data on the functioning, operation, use, and use patterns on, with, and of the Websites. By your use of the Websites, you acknowledge, understand, and agree that we are not obligated to monitor, collect, store, maintain, or return any data from your use of or interaction with the Website and shall not have any liability for the failure to do so.

We use cookies and other technologies provided by third-party vendors to collect information on your use of the Websites, such as pages visited, links clicked, non-sensitive information entered, and mouse movements. This information enables us to

build and maintain our service based on user feedback and interaction with our Websites. We also collect information more commonly collected such as the referring URL, browser, operating system, and Internet Protocol ("IP") address. By agreeing to this Agreement, you consent to our use of these cookies and technologies.

13. INDEMNITY

As a condition of use of the Websites and our Services, you agree to hold harmless, defend, and indemnify Company and our affiliates, and all of our and our affiliates, vendors, licensors, employees, officers, directors, agents and representatives, from and against any and all liabilities, expenses (including attorneys' fees), losses, and damages arising out of claims resulting from your use of the Websites, including without limitation any claims alleging facts that if true would constitute your breach of this Agreement or any provision herein, including any use of Content other than as expressly authorized by this Agreement.

14. DISCLAIMERS OF WARRANTIES

The Websites, including all Content, additions, changes and/or improvements, are provided "as-is". It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available through the Websites.

To the fullest extent permissible under applicable law, Company disclaims all warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Websites. Company makes no representation or warranty regarding the content or operation of the Websites, webpages, or use thereof. The webpages' content on or available through the Websites could include inaccuracies or typographical errors and could become inaccurate because of developments occurring after their respective dates of preparation or publication. Company shall have no obligation to maintain the currency or accuracy of any webpage content on or available through the Websites.

You acknowledge and agree that Company is not, and shall not be, responsible for the results of any defects that may exist in the Websites or their operation. Company makes no representation or warranty that: (i) the operation of the Websites will meet your or any other user's requirements; (ii) access to the Websites will be uninterrupted, timely, secure, or free of errors, viruses or other harmful components; or (iii) any defects in the Website will be corrected. You agree that you, and not Company, will bear the entire cost of all servicing, repair, correction or restoration that may be necessary for your data, software programs or computer equipment because of any viruses, errors or other problems you may have as a result of using, visiting, or interacting with the Websites.

15. TERMINATION OF USE

You acknowledge and agree that Company may, at any time, in its sole discretion, limit, modify, suspend, or terminate your access, use of, or interaction with the Websites with or without cause and with or without delivering notice or explanation to you. This right is in addition to all other rights and remedies available to Company under this Agreement and those provided by law.

16. SUBSCRIPTION AND CANCELLATION

Company reserves the right to implement a subscription term and fee for the use of its Websites and any Services. Company further reserves the right to offer different types of subscriptions and fees. Company reserves the right to implement a subscription fee and term at any time by providing notice to you on the Websites.

If a subscription fee and term is implemented, you will receive written confirmation when your subscription offer has been accepted. Processing of an application or fee for a subscription does not signify acceptance of the subscription offer.

Unless specifically stated otherwise in any subscription offer or other promotion pertaining to your specific subscription, you have the right to cancel your subscription at any time. Cancellation shall take effect at the end of the then-current subscription period and no refunds, credits, or exchanges will be provided for that subscription period. You may exercise your option to cancel through the use of the digital tools on the Websites, or by contacting us directly.

17. LIMITATION OF LIABILITY

Neither Company nor its subsidiaries, affiliates, vendors, or licensors (or any of their employees, agents, officers or directors) shall be held liable for any direct, indirect, punitive, incidental, special or consequential damages or other injury, harm, or damage arising out of or in any way connected with the use or the inability to use the Websites or with the delay or inability to use the Websites, or for any information, software, products and services obtained through the Websites, including but not limited to reliance by you on any information obtained through or from the Websites, or that result from mistakes, omissions, interruptions, deletion of files or emails, errors, defects, viruses, worms, trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to our records, programs or services, or otherwise arising out of the use of the Websites, whether resulting in whole or in part, from breach of contract,

tortious conduct, negligence, strict liability or otherwise, even if Company and/or our affiliates, vendors and/or licensors have been advised of the possibility of damages.

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall the collective total liability of Company and its subsidiaries, affiliates, vendors, or licensors (or any of their employees, agents, or directors) to you for damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed One Hundred Dollars (\$100).

In no way does this Agreement require New Jersey consumers to waive any rights otherwise protected under the Truth-in-Consumer Contract, Warranty and Notice Act.

18. DISCLOSURES AND LICENSES

For disclosures, please visit: <https://www.nafhomes.com/legal/advertising-disclosures/>

19. COPYRIGHT INFRINGEMENT

Company is committed to protecting copyrights and expects you to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on Company Websites infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. If you believe that any material on Company Websites infringes a copyright, or any valid intellectual property right, please provide the following information to Company:

- A physical or electronic signature that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on Company Websites are intended to be covered by a single notification, a complete list of such works and details or descriptions as to their locations within the Websites;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please provide this information to Company Legal Department, who can be reached as follows:

By Mail:

NAF Homes, Inc.
Attn: Legal Department
41050 W 11 Mile Rd. #210
Novi, MI 48375

By E-Mail:

legalnoticesandlawsuits@nafinc.com

Due to IT concerns, attachments cannot be accepted on notices sent via e-mail. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed.

20. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and otherwise set forth herein, you hereby agree that either you or we may require any dispute, claim, or cause of action ("Claim") between you and us or any third parties arising out of use of the Site, the Services, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A DISPUTE WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS

REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

You and we agree that your use of the Services involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (i) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (ii) the applicable statutes of limitations; and (iii) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association ("AAA"). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA's Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA's Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a

lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the Site, the Services, and any other actions with us.

You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at legalnoticesandlawsuits@nafinc.com and including in the subject line "Rejection of Arbitration Provision."

Without waiving the foregoing arbitration agreement, this Agreement and its provisions shall be construed, interpreted, governed, and applied in accordance with the laws of the State of California, excluding its conflict of law principles.

21. OTHER TERMS

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites) constitutes the entire agreement between you and us and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to the Websites and information, software, products and services associated with it.

You may not assign, delegate or transfer this Agreement or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Company's prior written consent. Company may transfer, assign, or delegate this Agreement and our rights and obligations hereunder without consent.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in a legal proceeding based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.