# **User Terms**

10/24/2024 11:57 am EDT

Subservicing Notice: Cornerstone Servicing, a division of Cornerstone Capital Bank, SSB, has an agreement with

#### Oaktree Funding Corp.

to provide the day-to-day servicing of your loan.

These terms apply to your use of the Cornerstone Capital Bank, SSB ("Cornerstone") website, mobile application, and other online services (collectively, "Online Services"). This Policy describes how Cornerstone may collect, share, and use information that is captured while you use the Online Services.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY CORNERSTONE CAPITAL BANK, SSB. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT UTILIZE THE ONLINE SERVICES).

## Please keep in mind that:

Accommodate

- This Policy is intended to cover only our U.S. customers. Any international users of the Online Services should be aware that by using the Online Services, your information may be transferred to or processed in the United States.
- Personal information that you share on Cornerstone-managed social media pages, such as Facebook and Instagram, are subject to the privacy policies and terms of use of those platforms. Please refer to those policies before posting any content to those pages. You should NEVER provide personal information to Cornerstone through social media.
- We do not knowingly collect personal information from individuals under the age of 13 without parental consent. Our online services are not intended for children under 13.
- This Policy does not apply to information that we may collect through offline channels.
- By continuing to use the Online Services, you consent to the terms of this Policy.

# What information do we collect and how do we collect that information?

#### **Personal Information**

We collect Personal Information that you provide to us on the Online Services via forms, applications, surveys, and other online fields. This Personal Information may include your name, postal address, e-mail address, telephone numbers, loan number, username, and password.

# **Non-Personal Information**

In addition to the Personal Information that we collect from you as described above, we may collect some Non-Personal Information from your use of the Online Services. This Non-Personal Information may include information concerning the browser you are using, as well as information collected through cookies, pixel tags, clear gifs, and other technologies to measure the effectiveness of our communications, to compile statistics about usage and response rates, and to assist us in resolving issues that may arise on the Online Services. Non-Personal Information does not include any information that is associated with Personal Information. The information that is captured

about your visit may be used in a variety of ways, such as to monitor and maintain information about your visits to the Online Services, to help us identify and address problems with and to improve the Online Services, to analyze web traffic trends, and to help protect the security and integrity of the Online Services.

#### What Are Cookies?

Our site also uses "cookies" (small data files stored on your computer) and other tracking technologies to collect information about your visit to our site. The cookies and tracking technologies we use do not capture Personally Identifying Information. The information that is captured about your visit may be used in a variety of ways, such as to monitor and maintain information about your visits to our site, to help us identify and address problems, to improve our site, to analyze web traffic trends, and to help protect the security and integrity of our site. You may set your browser not to accept cookies or to notify you when you receive cookies, giving you the opportunity to decide whether to accept cookies. If you do not accept cookies, you may still use our site, but your experience may be degraded. We may also use pixel tags (also known as "clear gifs," "Web beacons," or "1-by-1gifs") on our site. These may be used in connection with certain pages of our site or with email messages to measure the effectiveness of our communications and our marketing campaigns, to compile statistics about usage and response rates, and to assist us in resolving issues that may arise on our site.

#### How Do We Use Your Information?

The information Cornerstone collects is used to improve your service and experience on the Online Services. We may use your information:

- to respond to your inquiries, fulfill your requests, and process transactions;
- to communicate to you important information regarding this website and/or other administrative information. This may include electronic communication delivered to you at the time you initiate a request or make an update to your account;
- for our business purposes, such as data analysis, audits, developing new products, enhancing our sites, improving our services, identifying usage trends and determining the effectiveness of our promotional campaigns;
- for risk control, to comply with laws and regulations and to comply with other legal process and law enforcement requirements;
- if you register a profile with us, to contact you, via the phone or e-mail;
- for marketing purposes, such as notifying you of company news and promotions; and
- to personalize your experience or to improve the Online Services and website offerings by allowing us to customize the content and/or layout of our page based on feedback and information we receive from you.

#### Who Do We Share Your Information With?

We do not sell, trade, or otherwise transfer your Personal Information to outside parties without your consent, except as described in this paragraph. We may, without your consent, disclose your Personal Information to trusted third parties who assist us in operating the Online Services, processing transactions, conducting our business, or servicing you, so long as these parties agree to keep this information confidential, consistent with this Policy. We may also, without your consent, disclose this information to third parties: (1) when we have reason to believe that such disclosure is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, customers, or other users of the Online Services, or anyone else who could be harmed by such activities; or (2) to respond to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law, or otherwise as required by law, such as to comply with a subpoena or similar legal process. Non-Personal Information collected at the Online Services may be provided to third-parties for marketing, advertising, or other uses.

## How Do We Protect Your Information?

We use security measures designed to maintain the safety of your information, including encryption technologies, to protect against the loss, misuse, or alteration of information that we have collected from you at the Online Services. For example, Cornerstone employs procedures to (1) protect the confidentiality of Social Security numbers, (2) prohibit unlawful disclosure of Social Security numbers, and (3) limit access to Social Security numbers. Unfortunately, no security technology is completely secure, and you should remember that the Internet may not be a secure means of communication.

# Do We Track Our Visitors Online?

- Some web browsers may transmit "do-not-track" or similar signals to the websites with which the user communicates. There currently is no industry standard for how websites should respond when they receive such a signal. The Online Services do not respond to web browsers' do-not-track signals.
- Some of the content, advertisements, and functionality on the Online Services may be provided by third parties, including Facebook. We also use third party service providers to provide us with analytics services so we can improve the Online Services. These third parties may collect information about your use of the Online Services through cookies web beacons and other storage technologies, and this information may be collected over time and combined with information collected across different websites. These third parties will only collect Personal Information if you provide it directly to them. The only way to completely opt out from the collection of information by such third parties through cookies or other tracking technology is to actively manage the settings on your browser or mobile device to delete and disable cookies and other tracking and storage technologies.

## **No Warranties**

THE INFORMATION PROVIDED ON THE WEBSITE IS PROVIDED "AS IS," AND "AS AVALIABLE." USE OF THE WEBSITE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE WEBSITE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW.

# What About Third Party Links in the Online Services?

The Online Services may contain links to other websites that we feel may be of interest to you. We are providing these links to you as a convenience, but these external websites may have different privacy policies than the Online Services. Please review the privacy policy of any site you access through our site as any information that you share with third party sites are not subject to this Policy.

# Limitation of Liability

IN NO EVENT WILL CORNERSTONE, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY, LOST DATA, INTANGIBLE LOSS OR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE WEBSITE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS WEBSITE OR ANY WEBSITE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS WEBSITE OR ANY OTHER WEBSITE, EVEN IF CORNERSTONE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

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#### **No Waiver**

We shall not be deemed to have waived any rights or remedies under or term or provision of these terms and conditions, unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **Governing Law and Enforceability**

In the event any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision. These Terms of Use shall be subject to any other agreements you have entered into with Cornerstone. These Terms of Use shall be subject to any other agreements you have entered into with Cornerstone. The user's access to and use of the website, and the terms of this disclaimer are governed by the laws of the State of Texas.

#### How Will We Inform You of Changes to this Policy?

We may update this Policy from time to time. Any changes to this Policy will be posted on our website along with the date of the revision. The changes to this Policy will become effective as soon as they are published on this website. We encourage to you to review this Policy periodically.

#### **Do You Have Questions?**

If you have any questions about this Policy, please contact us at at 866-760-3361.