

## **TERMS OF USE**

Arvest Bank (“Arvest,” “we,” “us,” or “our”) welcomes you. We invite you to access and use our mobile application, Home4Me, (“Home4Me”) subject to the following Terms of Use (the “Terms of Use”). For purposes of these Terms of Use, “you” and “your” mean the Home4Me account creator.

### **CONSENT**

By downloading, accessing, or using Home4Me, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use and the terms and conditions of our privacy policy (the “Privacy Policy”), which is hereby incorporated by reference (collectively, this “Agreement.”). These Terms of Use are a legally binding agreement between you and Arvest that will be enforceable against you. If you do not agree to any of the terms of the Agreement, then please do not use Home4Me or any portion thereof. If you have any questions, concerns or comments regarding these Terms of Use, please contact us at [insert email address]. These Terms of Use are a legal agreement between you and Arvest. The Terms of Use include the provisions below, as well as those in the Privacy Policy.

### **CHANGES**

These Terms of Use are effective [launch date]. We reserve the right, at our sole discretion, to modify, discontinue, or terminate Home4Me, or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modified Agreement on our website at <https://api/arvest.com/v0/terms>. By continuing to access or use Home4Me after such modification is effective, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using Home4Me.

### **ELIGIBILITY**

Home4Me is available for individuals aged 18 years or older. We reserve the right, in our sole and absolute discretion, to deny you access to Home4Me or any portion thereof, without notice and without reason.

### **PRIVACY**

Your privacy is important to us. Our [Privacy Policy](#) explains how we treat your personal information and protect your privacy when you use our website and/or Home4Me. We will not share your personal information with any third party except as provided pursuant to our Privacy Policy. You may choose to limit this sharing as described in the Privacy Policy.

### **LICENSES**

Your License to Use Home4Me. Subject to your compliance with these Terms of Use, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use Home4Me only for your own internal, personal, or non-commercial use, and only in a manner that complies with all local, state, national, and foreign laws, treaties, regulations, and other legal requirements that apply to you or your use of Home4Me, including those relating to data security and data privacy. If your use of Home4Me is prohibited by applicable law, then you do not have authorization to use Home4Me.

License You Grant Arvest. Anything you upload, share, store, or otherwise provide, including account information and loan prequalification information and documentation, is content that you provide to Arvest. In order to display your content on Home4Me, you grant us certain rights in that content. As such, you

hereby grant Arvest a license to translate, modify (for technical purposes, such as making your content viewable on a mobile device as well as a computer), reproduce, and otherwise act with respect to such content, in each case to enable us to enhance the operation of Home4Me, or to provide products or services to you through or in connection with Home4Me. You also grant Arvest a license to aggregate and/or de-identify the information you provide, which Arvest may use for improving Home4Me and developing business analytics. This is a license only; your ownership in the content you provide is not affected. You agree that the licenses you grant are royalty-free, perpetual, sub-licensable, irrevocable, and worldwide. In addition, please note that the foregoing licenses are subject to our Privacy Policy.

### **ACCOUNT REGISTRATION**

In order to access certain parts or functions of Home4Me, you will be required to create an account. To create an account, you will be required to enter certain identifying information (including your name, email address and phone number) as well as create a unique username, password and PIN (collectively, the “Access Information”). You are responsible for the security of your Access Information. You are responsible for all communications to us made using the Access Information, and all such communications will be deemed to be made by you. You agree to notify us immediately at [amdwebmaster@arvest.com](mailto:amdwebmaster@arvest.com) or by telephone at 855-997-6567, if you believe your Access Information has been compromised.

### **PROHIBITED CONDUCT**

By accessing and/or using Home4Me you hereby agree to comply with the following guidelines:

- You will not use Home4Me for any unlawful purpose;
- You will not access or use Home4Me to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not provide information that is inaccurate, unlawful, tortious, defamatory or invasive of another person’s privacy;
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through Home4Me;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on Home4Me;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in Home4Me;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download, scrape, access, monitor, index, frame, link, or copy any content or information on Home4Me;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and

- You will not interfere with or attempt to interrupt the proper operation of Home4Me 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 Home4Me through hacking, password or data mining, or any other means.

We reserve the right, in our sole and absolute discretion, to deny you (or any device) access to the Site, or any portion thereof, without notice.

### **PREQUALIFICATION REQUEST**

General. Once you have registered an account, you may have the ability to provide the necessary information to submit an application to be prequalified for a mortgage loan (a “Prequalification”). The Prequalification may require you to provide us with certain sensitive personal information about yourself, information about the property or properties you are interested in purchasing or refinancing, and information about the type of loan you are interested in. Additionally, you authorize us to obtain one or more credit reports or other consumer reports about you in accordance with all applicable federal, state, and local laws, rules, and regulations. You agree that you will not, in connection with any Prequalification, misrepresent your identity, or describe, present, or portray yourself as a person other than yourself. You agree that all information submitted will be true and correct.

IN CONNECTION WITH YOUR INTEREST IN PARTICIPATING IN THE PROGRAM, ARVEST WILL REQUEST YOUR AUTHORIZATION TO ACCESS YOUR CREDIT REPORT. BY SUBMITTING A PREQUALIFICATION AND AUTHORIZING A CREDIT CHECK, YOU ARE PROVIDING “WRITTEN INSTRUCTIONS” TO ARVEST UNDER THE FAIR CREDIT REPORTING ACT, WHICH AUTHORIZE ARVEST TO OBTAIN INFORMATION FROM YOUR PERSONAL CREDIT PROFILE OR OTHER INFORMATION FROM ONE OR MORE CONSUMER REPORTING AGENCIES. THE INFORMATION OBTAINED FROM YOUR CREDIT REPORT, AS WELL AS OTHER INFORMATION THAT WE OBTAIN ABOUT YOU IN ACCORDANCE WITH THIS AGREEMENT, WILL BE USED FOR A LEGITIMATE BUSINESS NEED, IN CONNECTION WITH A BUSINESS TRANSACTION INITIATED IN WRITING BY YOU (*i.e.*, YOUR PREQUALIFICATION), IN ORDER TO DETERMINE YOUR ELIGIBILITY FOR A MORTGAGE LOAN.

Joint Applications for Prequalification. If you are using Home4Me with another person to apply jointly for a loan, you and your co-applicant may choose to provide information for your application using a single joint Home4Me account(s). If joint applicants choose to utilize a single Home4Me account, they will have access to all information supplied by account users to complete that Prequalification. Such joint applicants will have the ability to view, print, transmit, save, and/or edit the information. Access may continue for as long as the joint applicants utilize the single account in connection with the Prequalification process.

Prequalification. Arvest will use the information we collect, including sensitive personal information about yourself and information about the property or properties you are interested in purchasing or refinancing, information about the type of loan you are interested in, information from supporting documentation related to your identity, current residence, employer, income, assets and other personal information, and information from your credit report, to determine your eligibility for various mortgage programs and to determine an appropriate purchase limit. This information may be provided to an Arvest mortgage loan originator. You authorize any such loan originator, or any other employee of Arvest, to contact you in connection with your Prequalification via Home4Me or via any other communication method provided (e.g., via any telephone number or email address you provide).

### **RELATIONSHIP TO OTHER AGREEMENTS**

You agree that, when you use Home4Me, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (*i.e.*, AT&T, Verizon, etc.), and that these Terms of Use 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 Home4Me (such as data usage or text messaging charges imposed on you by your mobile service provider), which may include downloading Home4Me, receiving or sending information via Home4Me or other use of your wireless device when using Home4Me), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

### **LOCATION**

Home4Me is administered and offered by Arvest from the United States of America. We make no representations that Home4Me is appropriate for use in other locations. Those who access or use Home4Me from other locations do so at their own risk and are responsible for compliance with local law.

### **GOVERNING LAW**

The Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

### **NO WAIVER; SEVERABILITY**

No waiver of any of these terms will be binding unless in writing, no waiver of any of these terms will be deemed a further or continuing waiver of such term or any other term, and the failure to exercise or enforce any right or remedy in these terms does not waive that right or remedy. If any part of this Agreement is found to be invalid, the rest of it will still remain in effect.

### **INTELLECTUAL PROPERTY**

Home4Me contains content which is derived in whole or in part from material supplied by Arvest and our partners, and is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, Arvest and its licensors exclusively own all right, title, and interest in and to Home4Me, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying Home4Me.

You may view all content on Home4Me for your own personal use and not for any other use, including any commercial use, without the prior written consent of Arvest. We, and our licensors, retain all rights, title, and interest, including all intellectual property rights, in and to all Home4Me content. You may not sell, transfer, assign, license, sublicense, or modify the content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the content in any way for any public or commercial purpose. The use or posting of the content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access Home4Me automatically terminates and you must immediately destroy any copies you have made of the Site. In addition, we reserve the right to decline to enter into any Customer Agreements with you, without any liability to you.

The trademarks, service marks, and logos of Arvest, including those for Home4Me, (the “Arvest Trademarks”) used and displayed on Home4Me are registered and unregistered trademarks or service marks of Arvest. Nothing on Home4Me should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Arvest Trademarks, without our prior written permission specific for each such use. Use of the Arvest Trademarks as part of a link to or from any website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Arvest Trademarks inures to our benefit.

### **LEGAL COMPLIANCE**

You acknowledge, consent, and agree that Arvest may access, preserve, and disclose content you provide us if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by our Privacy Policy or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process (*e.g.*, a subpoena, court order, or warrant); (2) to enforce these Terms of Use; (3) pursuant to an examination by a state or federal regulator or similar administrative entity; (4) respond to claims that any content violates the rights of third parties; (5) to protect the rights, property, or personal safety of Arvest, our agents and affiliates, our users, and the public; or (6) to address your requests.

In addition, please note that Arvest is not in the business of providing professional services or legal, tax, or other advice through or relating to Home4Me. Please consult your professional advisors with questions relating to your use of Home4Me.

### **INDEMNIFICATION**

You agree to indemnify and hold harmless Arvest, its affiliates, partners and licensors and each of its directors, officers, employees, agents, successors and assigns (each, an “Indemnitee”) from and against any and all liability, loss and/or damage of any kind (including attorneys’ fees and other costs incurred in connection therewith) incurred by or asserted against an Indemnitee in any way relating to or arising out of your (a) breach of any representation, warranty or covenant contained in these Terms of Use, and/or (b) use of Home4Me, except to the extent that such liability, loss or damage is proximately caused by the gross negligence or willful misconduct of such Indemnitee.

### **LIMITATION OF LIABILITY**

Arvest will exercise ordinary care in providing Home4Me and will be responsible for any loss sustained by you only to the extent such loss is proximately caused by Arvest’s gross negligence or willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR ANY OTHER LOSSES RESULTING FROM THE USE OR INABILITY TO USE HOME4ME INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE, INABILITY TO USE, OR THE TERMINATION OF THE USE OF HOME4ME, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

Under no circumstances shall Arvest or our affiliates, partners or licensors be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond our reasonable control.

### **DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF HOME4ME AND ALL INFORMATION AND/OR CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF HOME4ME, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (a) HOME4ME WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (b) THE RESULTS THAT MAY BE OBTAINED FROM HOME4ME WILL BE ACCURATE OR RELIABLE, AND/OR (c) ANY ERRORS IN HOME4ME WILL BE CORRECTED.

### **FAIR HOUSING**

Arvest does business in accordance with the Fair Housing Act. Thus, Arvest will not discriminate against any person on the basis the person’s race, color, religion, sex, handicap, familial status (having one or more children), or national origin.



### **FEEDBACK**

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to Home4Me and our services (“Feedback”). Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to any Feedback you provide, we shall be free to use and disclose any ideas, concepts, know-how, techniques, or other materials contained in your Feedback for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation or attribution to you. You may provide Feedback via email at [amdwebmaster@arvest.com](mailto:amdwebmaster@arvest.com) or by telephone at 855-997-6567.