

Terms and Conditions

These Terms and Conditions and our Privacy Policy are the policies of Lennar Mortgage, LLC (referred to as "Lennar Mortgage") that apply to your use of our website, any mobile app provided by Lennar Mortgage, any Lennar Mortgage-controlled social media pages, and all other Lennar Mortgage information, services, software functionality, and/or materials located thereon or available therefrom (collectively, the "Website") and the use of the customer portal described below (the "Portal"). These Terms and Conditions of use and our Privacy Policy govern your use of the Website and the Portal. Terms and Conditions referencing the Website also applies to the Portal, whether or not the Portal is specifically identified.

The terms "we," "us," or "our" refer to Lennar Mortgage, and the terms "you" and "your" refer to you.

You Agree to These Terms and Conditions

By continuing to use any portion of the Website, including the Portal where you can view your mortgage terms, review prior payments, and make payments electronically, you acknowledge, consent, and agree to the Terms and Conditions (which include a mandatory arbitration provision) set forth herein. If you do not agree with the Terms and Conditions, do not use the Website or the Portal. These Terms and Conditions constitute a binding agreement between you and Lennar Mortgage. Lennar Mortgage may at any time revise the Website (including but not limited to these Terms and Conditions, our Privacy Policy, or any Disclaimers) by updating the Website. We will notify you electronically of any significant changes as required by law. Your continued use of the Portal after the effective date of any changes constitutes your agreement to be bound by the revised Terms and Conditions. You are encouraged to periodically review these Terms and Conditions for updates.

General Terms of Use for the Portal

- **Definition and Purpose of the Portal:** The Portal is a secure, online platform provided by Lennar Mortgage that allows you to access and manage your mortgage information. Through the Portal, you can view your mortgage terms, review prior payments, and make electronic payments. The Portal is provided as a convenience to assist you in managing your mortgage account efficiently.
- **Content and Ownership:** The content on this Portal is provided by Lennar Mortgage and is intended to offer general information about our products and services. Your eligibility for particular products and services is subject to our final determination, restrictions, and acceptance. We may discontinue or make changes to the information, products, or services described on this Portal at any time without prior notice. All information provided on this Portal is published as of its date and we do not undertake any obligation to update or amend such information.
- **User Responsibilities:** As a user of the Portal, you agree to use it only for lawful purposes and in a manner consistent with these Terms and Conditions. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur

under your account. You agree to notify Lennar Mortgage immediately if you become aware of any unauthorized use of your account or any other breach of security.

- **Limitations of Portal Functionality:** While we strive to maintain the Portal's availability and accuracy, we cannot guarantee that the Portal will be free from errors, interruptions, or delays. The information available on the Portal is for your convenience and should not be considered legally binding. Any discrepancies or disputes related to your mortgage account should be addressed directly with Lennar Mortgage.
- **Modifications to the Portal:** Lennar Mortgage reserves the right to modify, suspend, or discontinue any aspect of the Portal at any time, including the availability of any features or content. We will endeavor to notify you of any significant changes to the Portal, but it is your responsibility to periodically review these Terms and Conditions for any updates.
- **Compliance with Laws and Regulations:** You agree to use the Portal in compliance with all applicable laws, regulations, and industry standards. Any misuse of the Portal, including attempts to gain unauthorized access to other users' accounts or to the Portal's underlying systems, may result in the termination of your access and potential legal action.
- **Accessing the Portal:** You acknowledge that you are solely responsible for providing and maintaining all hardware, software, electrical power, telecommunications, Internet services, and other products or services necessary to access and use the Portal. Lennar Mortgage is not liable for any technical issues, losses, or damages resulting from your inability to access the Portal, whether due to issues with your equipment, Internet service provider, or other factors beyond our control.

Third-Party Services

Any products or services offered by or through any third parties (including but not limited to vendors) identified on the Website are provided by the respective third parties and not by us. We make no representations or warranties regarding, and you agree that we bear no responsibilities or obligations with respect to, any products or services that you request or obtain from or through those third parties identified on the Website, including without limitation the availability or quality of the products or services, or the information displayed on the Website regarding the third parties or such products or services. Each such third party has separate terms and conditions governing the products and services that it provides, and you may be required to agree to such terms and conditions to receive any products and services from or through those third parties. For your convenience, the Website or Portal may link to a website of each such third party. We do not have any control over, or responsibility for, the content or operation of any such websites. Each such website may collect information about you and your usage of the website. You may access the security policy of each third party by visiting the third party's website. We have no responsibility for the security of any information that you provide to any such third party that offers products or services identified in the Website. The use of any such websites is at your own risk.

We Try, But Cannot Guarantee, That All Data Is Current

While we endeavor to display current and accurate information, we make no representations or warranties regarding the information set forth in the Website or Portal and, without limiting the foregoing, we are not responsible for any information being out of date or inaccurate, or for any typographical errors.

Mobile Services

The Website and Portal may offer various tools and/or services that are available to you via your mobile phone or other mobile device, including the use of messages on your wireless device via short message service (collectively, "Mobile Services"). Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the Website and its related Mobile Services shall be strictly in accordance with these Terms and Conditions.

- **SMS Consent:** By providing your telephone number, you consent to receive SMS communications from Lennar Mortgage regarding your account. Message and data rates may apply. You may opt out of receiving SMS messages by replying with "STOP" or contacting us directly.

Certain Representations and Acknowledgements by You

You represent and warrant that (a) you are aged 18 or older, (b) the information you submit through the Website is accurate and complete and may be relied upon by Lennar Mortgage, and (c) with respect to each email address and other information that you provide us, you are authorized to provide the email address and other information, and that the transmission of any information to the email address will not violate any directive or preference of the recipient or any right of the recipient under law. You acknowledge that you bear all risk and responsibility for errors or delays that result from inaccurate or incomplete information provided by you.

Information You Provide to Us

In connection with any information that you provide on or through the Website and Portal, you shall not include anything that (a) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or (b) violates or infringes upon the copyright, trademark rights, intellectual property rights, privacy rights, or other rights of any party. We reserve the right in our discretion to edit or delete any information that we deem inappropriate, or not transmit any information that contains anything that we deem inappropriate. We are not obligated to review, edit or delete any portion of any information you provide us, we are not obligated to decide not to transmit any information, and we are not liable for editing or deleting any portion of any information that you provide or declining to transmit any information.

Certain Actions You are Prohibited from Taking

You shall not and shall not attempt to (a) post or transmit to the Website any virus, worm, Trojan horse, time bomb, or other computer programming routine, feature or operation that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or

information, (b) use any device software, routine, feature or operation to interfere with the proper operation of the Website or any activity being conducted on or by the Website, (c) gain access to, copy, alter or modify any data transmitted to the Website by another user, (d) copy, alter, modify, create derivative works based upon, decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the Website, or (e) frame or link to the Website.

We Make No Assurances Regarding Website Availability

We make no representations or warranties regarding (i) the availability of the Website at any given time, (ii) whether your use of the Website will be uninterrupted, or (iii) the continued operation of the Website. We are not responsible for any technical failures or problems that are beyond our control, or any results of any such failures or problems. We, with or without notice, may suspend the operation of the Website for periods of time, terminate the operation of the Website at any time, and suspend or terminate your ability to access and use the Website at any time. We, with or without notice, may revise the features and functionality of the Website, and the instructions and guidelines regarding the access to and use of the Website, at any time. We, with or without notice, may at any time revise the hardware, software, and communication lines necessary to access and use the Website, and the IP number(s) or address(es) used for the Website. While we may take reasonable steps to prevent the introduction of viruses, worms, Trojan horses, time bombs, or other computer programming routines, features, or operations to the Website that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information, we do not guarantee or warrant that the Website or materials transmitted from the Website do not contain such computer programming routines, features, or operations.

- **Service Availability:** From time to time, the Portal may be unavailable due to maintenance, technical issues, or other reasons beyond our control. Lennar Mortgage shall not be liable for any losses, damages, or expenses you may incur as a result of the Portal's unavailability, regardless of whether we could have prevented or minimized such unavailability.

Your Indemnification Obligation

You shall indemnify and hold us harmless from any damage, loss, or expense, including without limitation attorneys' fees and all costs of investigation, settlement, and appeal, arising out of, resulting from, or relating to any failure by you to comply with the Terms and Conditions, or any misrepresentation made by you at any time.

Certain Limitations on Our Obligations to You

USE OF THE WEBSITE AND PORTAL ARE PROVIDED "AS IS WHERE IS," AS AN ACCOMMODATION, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL LENNAR MORTGAGE BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PORTAL, INCLUDING BUT NOT LIMITED TO ERRORS, OMISSIONS, INTERRUPTIONS,

OR DEFECTS IN OPERATION, EVEN IF LENNAR MORTGAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE TO INDEMNIFY AND HOLD LENNAR MORTGAGE HARMLESS FROM ANY CLAIMS, LOSSES, EXPENSES, OR LIABILITIES ARISING FROM YOUR USE OF THE PORTAL IN VIOLATION OF THESE TERMS.

Electronic Payments via ACH

Making a Payment is a free service that allows you to make your mortgage payment directly from your checking or savings account via electronic funds transfer or ACH.

Authorization for ACH Payments By providing your bank account information in the Portal and initiating a payment, you authorize Lennar Mortgage to process payments from your account via Automated Clearing House (ACH). This authorization applies to one-time payments and any recurring payments you may set up through the Portal.

Payment Processing Payments made via ACH will be processed on the business day they are received, provided they are submitted before the cut-off time displayed in the Portal. Payments submitted after the cut-off time or on non-business days will be processed on the next business day. It is your responsibility to ensure that sufficient funds are available in your account at the time of the transaction. Lennar Mortgage is not responsible for any fees incurred due to insufficient funds or other payment failures.

Payment Confirmation and Errors You will receive a confirmation within the Portal after each successful payment. If you believe an error has occurred in processing your payment, you must notify Lennar Mortgage immediately. We will investigate and attempt to resolve the issue promptly. Lennar Mortgage is not liable for any delays or errors caused by third-party payment processors or your financial institution.

Recurring Payments If you set up recurring payments through the Portal, you authorize Lennar Mortgage to initiate ACH debits from your account on the scheduled payment dates. You may modify or cancel recurring payments at any time through the Portal, but changes must be made at least one business day before the next scheduled payment.

Failed Payments If a payment cannot be completed or is refused because of insufficient funds or error, you agree that you are responsible for (a) any late fees, return payment fees, deposits, or other fees that may be assessed, and (b) any fees or costs (including legal fees and court costs) incurred in attempting to collect the amounts from you.

Authorization for E-Delivery of Documents

Consent to Electronic Delivery By using the Portal and selecting electronic delivery of certain documents, you consent to receive communications, including but not limited to statements, notices, and disclosures, electronically. These documents will be provided to you through the Portal or via email. You agree that electronic delivery of documents satisfies any legal requirement that such communications be provided in writing.

Accessing and Retaining Documents To access and retain the documents provided electronically, you must have a compatible device, internet access, and a valid email address. It is your responsibility to ensure that your email address on file with Lennar Mortgage is current and that you have the necessary hardware and software to view and save the documents.

Effect of Electronic Consent and Authorization. By using the Portal and taking certain actions within the Portal, such as selecting electronic delivery of documents or initiating payment through an electronic signature or initials, or selections made or information provided by you through use of electronic functionality (such as checkbox, dropdown menu, textbox or radio button), you agree all such actions have the same legal effect as if you had taken such actions and provided such information using pen and ink on paper.

Withdrawal of Consent You may withdraw your consent to electronic delivery at any time by updating your preferences in the Portal or contacting Lennar Mortgage directly (as directed below). If you withdraw your consent, Lennar Mortgage will provide documents in paper form, and you may be subject to additional fees for paper delivery. You may download and print copies of electronic documents from the Portal, and you may always request a paper copy of any electronic communication or withdraw your consent by contacting us through the following channels:

Phone: 305-229-6500

Email: ComplianceTeam@LennarMortgage.com

Mailing Address: 5505 Waterford District Dr., Ste 502, Miami, FL 33126

We may always, in our sole discretion, provide you with any communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

All Disputes That Cannot Be Resolved Through Discussions between You and Lennar Mortgage Will Be Resolved Through Binding Arbitration

Any claims or disputes relating to the Website and your use of the Website shall be resolved exclusively by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association (AAA) and the arbitration shall occur in the State of Florida, County of Miami-Dade, unless we expressly consent in writing to a different location. The arbitration shall be conducted by one arbitrator who is selected pursuant to the rules of the AAA. The award of the arbitrator shall be final and judgment upon the parties and may be entered in a court of competent jurisdiction in the State of Florida, County of Miami-Dade, unless we expressly consent to a court in a different jurisdiction. No arbitration shall be consolidated or combined with any other arbitration, or proceed on a representative basis or capacity for other parties, except with our express written consent. THESE TERMS AND CONDITIONS PROVIDE THAT ALL CLAIMS OR DISPUTES REGARDING THE WEBSITE AND YOUR USE OF THE WEBSITE SHALL BE RESOLVED BY BINDING ARBITRATION, WHICH MAY NOT BE CONSOLIDATED OR COMBINED WITH ANY OTHER ARBITRATION, OR PROCEED ON A REPRESENTATIVE BASIS OR CAPACITY FOR OTHER PARTIES, WITHOUT OUR EXPRESS WRITTEN CONSENT. THEREFORE, YOU GIVE UP YOUR RIGHT TO GO TO

COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO BRING OR PARTICIPATE IN CLASS ACTIONS BROUGHT IN COURT, AND TO ARBITRATE OR PARTICIPATE IN ARBITRATION ON A CLASS BASIS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, AND NOT BY A JUDGE OR JURY. Any disputes regarding the arbitration provisions shall be resolved by the arbitrator. In the event that any issues not addressed by this arbitration provision will be entertained by a court, the court must be a court of competent jurisdiction in the State of Florida, County of Miami-Dade. Each party will bear its own costs in connection with the arbitration.

Intellectual Property Rights of Lennar Mortgage

All text, graphics, user interfaces, visual interfaces, photographs, audio, video, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Website, unless otherwise indicated, are owned, controlled, and licensed by Lennar Mortgage and/or its licensors and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. The Lennar Mortgage name and logo are trademarks or service marks of Lennar Mortgage or its affiliates. The names and logos of any third parties (including but not limited to vendors) that appear on the Website are trademarks or service marks of the respective third parties. The unauthorized use of the names, logos, trademarks, and service marks appearing on the Website is strictly prohibited.

Privacy

Use of the Website is governed under the Privacy Policy, Privacy Notice and these Terms and Conditions for use. Please consult the Privacy Policy and Privacy Notice for all matters related to your privacy.

Governing Law

These Terms and Conditions are governed by federal law and the laws of the State of Florida, without reference to any choice of law principles. We note, however, that your privacy rights may vary from state to state. Your privacy rights are further described in our Privacy Notice, and we advise you to read the Privacy Notice carefully. Notwithstanding the foregoing, we also note that in our activities involving persons located outside the United States, we comply with the privacy laws applicable to those activities, which may impose obligations in addition to those of United States law. Please be aware that Lennar Mortgage does not have any offices or operations outside the United States and does not originate or service mortgage loans secured by residential real estate outside the United States.

Thank you for taking the time to read all of this important information.