

ROCKET LOANS TERMS OF USE

Thank you for visiting Rocket Loans! Your use of this website www.rocketloans.com and any pages thereof ("Site") is controlled by these Terms of Use. By entering this Site and through your use of this Site, you agree to these Terms of Use whether or not you are a registered user of our products and services (each a "Service" and collectively our "Services"). IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT USE THE SITE.

1. **OWNERSHIP OF SITE.** RockLoans Marketplace LLC d/b/a Rocket Loans, a Michigan limited liability company ("RocketLoans," "Rocket Loans", "we," "us," "Company," or "our") owns and operates this Site. You acknowledge and agree that all content, web pages, source code, calculations, products, materials, data, information, text, screen, functionality, services, design, layout, screen interfaces, "look and feel," and the operation of this website (collectively, "Site Content") are protected by various intellectual property laws, including, but not limited to, copyrights, patents, trade secrets, trademarks, and service marks, and you do not acquire any rights by downloading or viewing any Site Content. You agree that Rocket Loans and all logos related to our products and Services are our or our licensors' trademarks or registered trademarks. You may not copy, imitate or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks and/or trade dress. You may not copy, imitate, or use them without our prior written consent.
2. **ELIGIBILITY.** The Site is intended solely for users who are 18 years of age or older, and any registration or use of the Site by anyone under 18 is unauthorized and in violation of these Terms of Use. By using the Site, you represent you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or violate any other agreement with us, we may terminate your registration and/or prohibit you from using or accessing our Services or the Site.
3. **COMMUNICATIONS.** By accepting these Terms of Use, you expressly consent to receive sales, marketing, and other calls and texts, including those sent by any automated system or other means for selecting and dialing telephone numbers, or using an artificial or prerecorded voice message when a connection is completed, from Rocket Loans at the telephone number you have provided even if the

telephone number is on a do-not-call list. Agreement to receive such calls or messages is not a condition of purchasing goods or services from us or Cross River Bank, as applicable. You acknowledge that you provided us your cellular number during a transaction that, if consummated, will result in you owing a debt to Rocket Loans or to Cross River Bank, as applicable. You agree that any phone number and address you provide must be a phone number registered to you or which you have authorization to use and not a phone number of any third party such as a debt relief agency or other. If you want to opt out of receiving marketing information by email, telephone, and/or text message, please email support@rocketloans.com with the subject "Opt Out" or call [\(800\) 333-ROCK / \(800\) 333-7625](tel:(800)333-ROCK/(800)333-7625). If you have established an account with us for an unsecured personal loan, you can also change your communication preferences through your Rocket Loans dashboard.

4. **PRIVACY.** You acknowledge that Rocket Loans will process your personal information as described in the Rocket Family of Companies [Privacy Policy](#).
5. **LOAN REQUESTS.** You may be presented with the opportunity to apply for a loan through the Site. When you apply for a loan, you agree to provide current, complete, and accurate information about yourself. You agree that you will not, in connection with any Services, misrepresent your identity, or describe, present, or portray yourself as a person other than yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, we have the right to reject any application you have submitted, terminate any agreement we have with you, and restrict your future use of the Site and our Services. You confirm you are residing in the United States of America at the time of your application. We reserve the right to decline any application for a loan. You agree that if you request a loan through our Site you will not be requesting a loan for any illegal or illicit purpose. You acknowledge and agree that your loan request may not be funded. You agree that we will initially do a soft credit pull and that any offer of credit to you may be contingent upon a hard credit pull. You acknowledge and agree that the terms of any offer of credit to you will change from day-to-day and to some extent hour-by-hour and if you leave the Site or your loan application process, any rate and term information you were quoted on the Site may change. Loan applications expire after 30 days unless otherwise agreed upon in writing.

6. **SIGN IN AND PASSWORDS.** If you apply for a loan through the Site, you will be required to create an account and password. You agree that you will protect and maintain the confidentiality of any user identification, password, or other identifying information you obtain through your use of the Site and will not disclose this information to any third party. You agree that you will immediately contact Rocket Loans if you believe your user identification, password, or identifying information has been compromised, lost, or stolen. Note that Rocket Loans will never contact you through an unsolicited email or phone call requesting your username or password. You also acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of this Site by any person to whom you provided your user identification, password, or other identifying information, or by any person who has obtained such information from you, including, but not limited to, any access to or use of this Site that may occur before you have notified us that your user identification, password, or other identifying information has been lost, stolen, or otherwise compromised and we have had a reasonable time to act.
7. **AUTOPAY DISCOUNT.** Depending upon the time of your application, you may have been eligible to select a discounted rate if you chose autopay for your monthly payments. The autopay rate is a discount on the regular rate. If you do not select autopay and later elect to make payments by autopay you will not be eligible for a rate discount.
8. **PERMITTED USE.** You agree that:
- your use of this Site is subject to and governed by these Terms of Use;
 - you will only access or use this Site and transact business with us if you are at least 18 years old;
 - you will comply with and be bound by these Terms of Use as they appear on this Site each time you access and use this Site;
 - each use of this Site by you indicates and confirms your assent to and agreement to be bound by these Terms of Use;
 - these Terms of Use are a legally binding agreement between you and Rocket Loans that will be enforceable against you; and
 - by accessing and using this Site, you are also using Google Maps API and you assent to and agree to be bound by [Google's Terms of Service](#). Rocket

Loans does not accept any responsibility for the content of Google's Terms of Service.

You agree that you will not use or attempt to use this Site for any purpose other than personal consumer lending for your individual purposes with Rocket Loans as a bona fide client of Rocket Loans; you may not use or attempt to use this Site or any part of this Site for any purpose:

- that interferes with or induces a breach of the contractual relationships between Rocket Loans and its employees;
- 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 this Site;
- that transmits unsolicited email to this Site or to anyone whose email address included the domain name under this Site;
- that interferes with our network services;
- that attempts to gain unauthorized access to our network services;
- that suggests an express or implied affiliation with Rocket Loans, its affiliates, or Cross River Bank (without the express written permission of Rocket Loans);
- that impairs or limits our ability to operate this Site or any other person's ability to access and use this Site;
- that uses any methods, means, or devices to click on to this Site or cause a visit to this Site for the purpose of manipulating the results of any Internet search engine, or for any other purpose other than conducting consumer lending related business with Rocket Loans or Cross River Bank, as applicable, as a bona fide client of Rocket Loans or Cross River Bank, as applicable;
- 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 engage 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 transmits or uploads any content or images that infringes any third-party's intellectual property rights or infringes any third-party's right of privacy; or
- that unlawfully transmits or uploads any confidential, proprietary, or trade secret information.

9. **RESTRICTIONS ON USE.** You agree to abide by all applicable laws and regulations in your use of the Site and our Services. In addition, you agree that you will not do any of the following:

- apply for more than one loan (if you have a loan), or apply for a loan on behalf of an individual other than yourself or on behalf of any group or entity;
- apply for a loan if you do not reside in the United States of America;
- post or otherwise make available content, or take any action on the Site, that may constitute libel or slander or that infringes or violates someone else's rights or is protected by any copyright or trademark, or otherwise violates the law;
- post or otherwise make available content that in our judgment is objectionable, such as content that is harmful, threatening, inflammatory, obscene, fraudulent, invasive of privacy or publicity rights, hateful or otherwise objectionable; that restricts or inhibits any other person from using or enjoying the Site; or that may expose us or our users to any harm or liability of any type;
- post or otherwise make available any unsolicited or unauthorized advertising, solicitations or promotional materials, or any other form of solicitation;
- use the information or content on our Site to send unwanted messages to any other user;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;

- post or otherwise make publicly available on the Site any personal or financial information of any third party;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- use the Site or our Services in any manner that could damage, disable, overburden, or impair the Site;
- harvest or collect email addresses or other contact information of our users from the Site by electronic or other means, including via the use automated scripts; or
- post or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

10. **COPYRIGHT COMPLAINTS**

If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification to us via email at support@rocketloans.com, or via regular mail at Rocket Loans, Attn: Legal Team, 1050 Woodward Ave, Detroit, Michigan 48226. In your notification, please:

- confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- identify the copyrighted work or works you claim have been infringed;
- identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed (please include information reasonably sufficient to permit us to locate the material);
- provide your contact details, including an email address; and
- provide a statement that the information you have provided is accurate and 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.

11. INDEMNIFICATION. You agree to defend and hold harmless Cross River Bank, as applicable, Rocket Loans, their affiliates, and their officers, directors, employees, and third-party suppliers from and against any and all third-party actions, suits, claims and/or demands and any associated losses, expenses, damages, costs, and other liabilities (including reasonable attorneys' fees), arising out of or relating to your submitted content, use or misuse of any aspect of the Services or the Site, or

your violation of these Terms of Use. You will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third-party involved in creating, producing, or delivering the Site and/or the Services reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without our prior written consent and that of any such third-party.

12. **SEVERABILITY.** You agree that any provision of these Terms of Use shall be found to be unlawful or void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions of these Terms of Use and shall not affect the validity and enforceability of such other provisions.

13. **YOUR COOPERATION NEEDED.** Rocket Loans generally begins processing your application upon your submission of a full and complete application. If you submit an application, you agree to cooperate in the application process (including submitting all required documentation in a timely manner) and you agree that Rocket Loans may verify the information contained in your application and in other documents requested in connection with your application and/or loan, if consummated. You agree, if needed, to obtain information Rocket Loans may need from third-parties such as your bank or employer, etc. You authorize third-parties, such as your bank or your employer, to provide Rocket Loans the information which we request. This information includes, but is not limited to employment history and income documentation; bank, money market, and similar account documentation including balances; credit history; tax documentation; mortgage details; lease details; insurance details; or any other relevant information. In addition, you agree to notify Rocket Loans of any changes in any information submitted in connection with your application.

14. **NOTIFICATIONS.** Rocket Loans may provide you with notices via SMS, email, and regular mail at the most recent address you have provided, or through posting information on this Site, as allowed under the law.

15. **NO WARRANTY; ERRORS; DISCLAIMERS.** ALTHOUGH WE WILL USE REASONABLE EFFORTS TO PROVIDE AN ACCURATE SITE AND SERVICES, THE SITE AND OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. WE AND OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND THIRD-PARTY SUPPLIERS (COLLECTIVELY, THE

“ROCKET LOAN PARTIES”) DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SITE, THE SERVICES, ANY DOCUMENTATION PROVIDED OR MADE AVAILABLE TO YOU AND ANY OTHER PRODUCTS AND RELATED MATERIALS AND/OR SERVICES PROVIDED TO YOU BY ANY OF THE ROCKET LOANS PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES: (I) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND WORKMANLIKE EFFORT; (II) AS TO THE QUALITY, ACCURACY, TIMELINESS, OR COMPLETENESS OF THE SITE OR THE SERVICES OR ANY ASPECT THEREOF; (III) ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (IV) RELATING TO THE SITE OR SERVICES CONFORMING TO ANY FUNCTION, DEMONSTRATION, OR PROMISE BY ANY ROCKET LOANS PARTY; AND (V) THAT ACCESS TO OR USE OF THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. ANY RELIANCE UPON THE SITE AND/OR SERVICES IS AT YOUR OWN RISK AND THE ROCKET LOANS PARTIES MAKE NO WARRANTIES.

16. **LIMITATION OF LIABILITY.** You agree that all access and use of the Site and its contents and your use of the Services are at your own risk. Neither we nor any Rocket Loans party involved in creating, producing, or delivering the Site and/or the Services has or will have any responsibility for any consequences relating, directly or indirectly, to any action or inaction that you may take based on the Site and/or the Services, or any aspect thereof. You agree that you, and not Rocket Loans, 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 or visiting this Site.

WE WILL NOT BE HELD LIABLE FOR ANY DEFECTS, FAULTS, INTERRUPTIONS, OR DELAYS IN THE OPERATION OR TRANSMISSION OF ANY PRODUCT, AND/OR ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SITE AND/OR THE SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE ROCKET LOANS PARTIES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN CONNECTION WITH THE SITE AND/OR THE SERVICES

OR ANY PRODUCTS, THESE TERMS OF USE OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF THE ROCKET LOANS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL OF THESE LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, TORT, OR OTHERWISE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION ARISING OUT OF OR PERTAINING TO THESE TERMS OF SERVICE MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

17. **ACCESS TO SITE.** Rocket Loans reserves the right at all times, in its sole discretion and without notice to you, to deny your access to and use of the Site.

18. **LINKING.** The Site may, from time to time, provide links to other websites. Rocket Loans does not endorse, approve, sponsor, or control, and we are not in any way responsible for, any of the content, services, calculations, information, products, or materials that you may receive through any website where we may have provided a link. Through use of this Site, you acknowledge and agree that Rocket Loans will not be responsible for or liable to you or any other person for any damages or claims that might result from your use of such content, services, calculations, information, products, or materials.

No Advertising / No Links. Rocket Loans does not permit third-party advertising on this Site. Except with the express written permission of Rocket Loans, you agree that you will not create links from any website or webpage to this Site or any webpage within this Site.

19. **REVISIONS AND MODIFICATIONS.** We reserve the right to temporarily or permanently modify or discontinue the Site, or any portion of the Site, for any reason, without notice to you. We may also change these Terms of Use from time to time without notice to you. Please review these Terms of Use often because your continued access or use of the Site after any modifications have become effective shall be deemed your conclusive acceptance of the modified Terms of Use. You agree and acknowledge that Rocket Loans may temporarily or permanently revise or change these Terms of Use at any time, without notice to you, and you agree that you will be bound by the provisions of these Terms of Use

as they appear on this Site at the time you access this Site. Because these Terms of Use may change, we encourage you to refer back often to these Terms of Use. In addition, you agree and acknowledge that all other content, services, products, and materials on or available through this Site are subject to updating and revision without notice to you. You further acknowledge and agree that individual modifications to the Terms of Use may not be altered by contract, unless permitted in writing by Rocket Loans.

20. STATE NOTICES.

CALIFORNIA RESIDENTS. A married applicant may apply for a separate account. Civ. Code § 1812.30(j).

MAINE RESIDENTS. Do not sign these Terms of Use before you read them. You are entitled to a copy of these Terms of Use. Maine law requires that these disclosures be provided to you before any contract is signed with, and before any money is paid to, Rocket Loans or to third parties. Rocket Loans has a \$25,000 consumer protection bond on file with the State of Maine. If you have a claim against Rocket Loans that cannot be resolved through informal means, you may institute an action to recover your loss from that bond by filing a written complaint with the Superintendent, Bureau of Consumer Credit Protection, 35 State House Station, Augusta, Maine 04333-0035.

To the extent you originate a loan with Cross River Bank and if you default under the terms of the underlying agreement and the APR exceeds 12.25%, then we will not seek payment of attorneys' fees or collection costs. If the APR is 12.25% or less, we will not seek payment of collection costs and will not seek payment of attorneys' fees in excess of 15% of the unpaid debt after default and referral to an attorney who is not a salaried employee of ours.

MICHIGAN RESIDENTS. Notice to inquirers and loan applicants: You have a right to request written information concerning typical loan terms that we are currently offering home improvement loans. It is illegal to establish a minimum home improvement loan of more than \$1,000.00. It is illegal to deny a loan or vary the terms and conditions of a loan because of the racial or ethnic trends or characteristics of the neighborhood or the age of the structure, but not because of its physical condition. If your application for a loan is rejected, you have a right

to a written statement of the reason for the rejection. If you are granted a loan but the amount required for down payment, the interest rate, term to maturity, application procedure, or other terms or conditions of the loan vary from terms or conditions offered in other neighborhoods, you have a right to a written statement of the reasons for the variation. The rights described in this notice are set forth in and limited by M.C.L.A. 445.1601 through 445.1614. If you believe that your rights under this act have been violated, you should contact the financial institutions bureau of the Michigan department of commerce.

NEW MEXICO RESIDENTS. TO REPORT A PROBLEM OR COMPLAINT with this lender, YOU MAY WRITE SUPPORT@ROCKETLOANS.COM OR CALL (800) 333-7625. This lender is licensed and regulated by the New Mexico Regulation and Licensing Department, Financial Institutions Division, P.O. Box 25101, 2550 Cerrillos Road, Santa Fe, New Mexico 87504. To report any unresolved problems or complaints, contact the division by telephone at (505) 476-4885 or visit the [website](#).

SOUTH DAKOTA RESIDENTS. If you have any comments or concerns about any improprieties in making the loan or in loan practices, you can refer those concerns to the South Dakota Division of Banking, 1601 N Harrison Ave, Suite 1, Pierre SD 57501 Phone: 605-773-3421 email: banking@state.sd.us.

WISCONSIN RESIDENTS. For married Wisconsin residents, by submitting your application you are confirming that this loan (if granted) is being incurred in the interest of your marriage and your family. No provision of a marital property agreement, unilateral statement under §776.59 of the Wisconsin Statutes or court order under §776.70 of the Wisconsin Statutes adversely affects the interests of a lender unless the lender, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the lender is incurred. If the loan for which you are applying is granted, you will notify the lender if you have a spouse who needs to receive notification that credit has been extended to you.

21. **GOVERNING LAW AND DISPUTE RESOLUTION.** You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any principles of conflicts of law. You understand and agree to resolve through final and binding arbitration the

following claims, disputes, or controversies arising between you and Rocket Loans, and its parents, affiliates, subsidiaries, or related companies: all claims, disputes, or controversies arising from the Telephone Consumer Protection Act of 1991 ("TCPA"), or state law claims similar to the TCPA. You will arbitrate TCPA claims between you and Rocket Loans at a location the arbitrator will determine in compliance with Rocket Loans' Governing Law provision. The arbitrator, not the court, will resolve the issue of arbitrability. Any state or federal court having jurisdiction thereof may enter judgment of any award the arbitrator renders. This arbitration contract is made under a transaction in interstate commerce, and the Federal Arbitration Act ("FAA") will govern its interpretation, application, enforcement, and proceedings. As the Governing Law provision indicates, the laws of the State of Michigan govern the enforceability of this arbitration provision as a contract, but not the scope of this provision. Neither you nor Rocket Loans are entitled to join or consolidate claims in arbitration by or against other consumers or to arbitrate any claim as a representative or member of a class or in a private attorney general capacity. The parties voluntarily and knowingly waive any right they have to a jury trial for TCPA-related matters which, based on the above, will be arbitrated. You agree that any other action(s) at law or in equity arising out of or relating to these Terms of Use or the use of this website shall be filed only in the state or federal courts located in Wayne County, Michigan, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating.

22. **MISCELLANEOUS.** Because Michigan law controls this Site, all record keeping and data gathering is based on Eastern Standard Time; as such, if you consent, acknowledge, or e-sign a document through this Site, such consents, acknowledgment, and signature will be time-stamped based on Eastern Standard Time even though you may physically be in a different time zone.

Your obligations under these Terms of Use are binding on your successors, legal representatives, and assigns. You may not assign or transfer (by operation of law or otherwise) your right to use the Site and/or the Services or any aspect thereunder, in whole or in part, without our prior written consent.

Please contact us via email at support@rocketloans.com with any questions regarding these Terms of Use.