

Terms and Conditions

Agreement between User and symmetrylending.com

Welcome to symmetrylending.com. The symmetrylending.com website (the "Site") is comprised of various web pages operated by Symmetry Lending, LLC ("Symmetry Lending"). Symmetrylending.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of symmetrylending.com constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

Symmetry Lending has established relationships with fewer than 10 lenders (each a "Lender") who make home equity lines of credit to consumers. Symmetry Lending accepts applications for home equity lines of credit that are submitted on behalf of consumers by other mortgage companies (each a "Mortgage Company"). Lenders may use Symmetry's website to obtain further information regarding how to join Symmetry's network of Lenders. Mortgage Companies may use Symmetry's website to obtain further information regarding the process for submitting applications for home equity lines of credit on behalf of consumers. Symmetry Lending does not make loans. During the processing of a consumer's application for a loan, Symmetry Lender will assign the application to a Lender who will make the loan. Symmetry Lending does not distribute the home equity lines of credit available from all lenders in the marketplace and cannot guarantee the lowest fees or the best terms available in the market. Symmetry Lending does not charge consumers a fee for its services. Symmetry Lending is paid a fee by the Lenders for the goods, facilities and services provided by Symmetry Lending during the processing, underwriting, and closing of the loan. The Lender does not pass the fee on to the consumer.

"Cookies"

When you visit the Site, Symmetry Lending collects certain non-personal data by various means, one of which is "cookies." A cookie is an alphanumeric string of text (a unique identifier) that our web-server stores in your computer by means of your web-browser. The cookie allows us to recognize your computer when you revisit the Site. We can then improve your use of the Site, for example by providing quick log-in, displaying only web pages that interest you, and saving you from retyping information in a form. Cookies also allow us to analyze aggregate traffic on the Site, in order to streamline navigation and keep the content fresh for all visitors. You can configure your browser to reject cookies, but doing so may disable some of the Site's features. Cookies do not contain personal data, nor can they read or transmit any data on your computer's hard drive. They can, nonetheless, be combined with personal data that you knowingly provide, to create a profile. Symmetry Lending does not use cookies in this manner without your express consent.

Regardless of cookies, all web-browsers transmit the IP address of the computer on which they are running (so that the web-server knows where to send the requested web page). We analyze IP addresses only in extraordinary circumstances to attempt to track hackers.

Electronic Communications

Visiting symmetry lending.com or sending emails to Symmetry Lending constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Symmetry Lending does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use symmetrylending.com only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

Symmetrylending.com may contain links to other website (“Linked Sites”). The Linked Sites are not under the control of Symmetry Lending and Symmetry Lending is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Symmetry Lending is providing these links to you only as a convenience, and inclusion of any link does not imply endorsement by Symmetry Lending of the site or any association with its operators.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use symmetrylending.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Symmetry Lending that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Site, such as text, graphics, logos, images, and any software used on the Site, is the property of Symmetry Lending or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions, contained in any such content and will not make any changes to the content.

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International Users

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Indemnification

You agree to indemnify, defend and hold harmless Symmetry Lending, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Symmetry Lending reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Symmetry Lending in asserting any available defenses.

Liability Disclaimer

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Other Terms

Symmetry Lending reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of the courts in Georgia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Symmetry Lending as a result of this agreement or use of the Site. Symmetry Lending's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Symmetry Lending's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Symmetry Lending with respect to such use. 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.

Unless otherwise specified herein, this agreement constitute the entire agreement between the user and Symmetry Lending with respect to the Site and it supersedes all prior or

contemporaneous communications and proposals, whether electronic, oral or written, between the user and Symmetry Lending with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings 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.

Changes to Terms

Symmetry Lending reserves the right, in its sole discretion, to change the Terms under which symmetrylending.com is offered. The most current version of the Terms will supersede all previous versions. Symmetry Lending encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Symmetry Lending welcomes you questions or comments regarding the Terms:

Symmetry Lending, LLC

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