

## **TERMS OF USE**

Please carefully read this agreement (“Agreement”) before accessing or using this Internet Web site (“Web Site”). When you access or use the Web Site, you are agreeing to be bound by this Agreement, including the liability disclaimers contained below. If you do not agree to the terms contained herein, do not use this Web Site or download any information from it. Materials on this Web Site may be accessed, downloaded and printed only for personal and non-commercial use. By using this Web Site, you agree that you will not use any materials or information found on this Web Site for any purpose that is unlawful or prohibited by this Agreement, including, but not limited to, the use of this Web Site from locations outside of the United States of America or if you are under 18 years of age. Your permission to use the Web Site is automatically terminated if you violate any of the terms contained in this Agreement.

## **PRIVACY POLICY**

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.

- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

## **CONSENT**

You hereby understand and agree that by using this Web Site, you automatically and without any further action have established a business relationship between you and Enclave Financial Corp. As a result you agree to allow Enclave Financial Corp. to contact you about its business via telephone, e-mail and /or standard mail using the contact information you have provided. You hereby consent to such contact even if your phone number is on any Do Not Call list.

## **LIABILITY DISCLAIMER**

Enclave Financial Corp. STRIVES TO MAKE SURE THAT THE INFORMATION ON ITS WEB SITE IS ACCURATE, BUT INACCURACIES OR ERRORS CAN OCCUR. YOU USE THIS WEB SITE AT YOUR OWN RISK. Enclave Financial Corp. RESERVES THE RIGHT TO CHANGE OR MODIFY THE CONTENT OF ITS WEB SITE AT ANY TIME WITH OR WITHOUT NOTICE. YOUR CONTINUED USE OF THE WEB SITE CONSTITUTES YOUR ACCEPTANCE OF SUCH MODIFIED TERMS. THIS WEB SITE AND ALL OF THE INFORMATION CONTAINED THEREIN ARE PROVIDED "AS IS." Enclave Financial Corp. DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANYTHING WHATSOEVER RELATING TO THIS WEB SITE AND ANY INFORMATION PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. Enclave Financial Corp. IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE OF THIS WEB SITE AND/OR THE CONTENT LOCATED THEREON, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS CONDUCT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION. BECAUSE

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### **INDEMNIFICATION/LEGAL RELIEF**

You agree to indemnify and hold Enclave Financial Corp. harmless from and against any and all loss, cost, damage, or expense including, but not limited to, reasonable attorneys' fees incurred by Enclave Financial Corp. arising out of any action at law or other proceeding necessary to enforce any of the terms, covenants or conditions of the Agreement or due to your breach of this Agreement.

### **GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. You hereby consent and voluntarily submit to personal jurisdiction in the State of Florida, in and by the courts of the State of Florida in Hillsborough County and the United States District Court for the Southern District of Florida, in any action in which a claim is brought with respect to this Agreement and you agree that it may be served with process in any such action by hand delivery, courier, overnight delivery service, or certified or registered mail, return receipt requested. You irrevocably and unconditionally waive and agree not to plead, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue or the convenience of the forum of any action or claim with respect to this Agreement brought in the United States District Court for the State of Florida or the courts of Hillsborough County.

### **MISCELLANEOUS**

This Agreement embodies the entire agreement between the parties and may not be amended, modified, altered or changed in any respect

whatsoever except by a writing duly executed by the parties hereto. This Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between you and Enclave Financial Corp. No representation, promise, inducement or statement of intention has been made by you and Enclave Financial Corp. that is not embodied in this Agreement. You and Enclave Financial Corp. shall not be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not contained in this Agreement. A printed version of this Agreement 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. You agree that each provision to this Agreement shall be construed independent of any other provision of this Agreement. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. In the event any provision of this Agreement is deemed unenforceable, including, but not limited to, the liability disclaimers above, the unenforceable provision shall be replaced with an enforceable provision that most closely reflects the intent of the original provision.

## **HUD DISCLAIMER**

These materials are not from HUD or FHA and were not approved by HUD or a government agency. The Sender is not in any way affiliated with any organization listed or referenced within this website, including HUD/FHA. The inclusion of various education, information, web links, or materials are not an endorsement of the Sender or any of its employees or business partners.

For information directly from HUD/FHA, visit <http://www.hudclips.com>

For information directly from the VA, visit <http://www.benefits.va.gov/HOMELOANS/>

For information directly from the USDA, visit [http://www.usda.gov/wps/portal/usda/usdahome?navid=GRANTS\\_LOANS](http://www.usda.gov/wps/portal/usda/usdahome?navid=GRANTS_LOANS)