

# Terms of Use of Hixon Mortgage, LLC's Website

Please read these terms of use carefully and completely. By accessing Hixon Mortgage, LLC's Website or receiving services provided online by Hixon Mortgage, LLC, you agree to be bound by these Terms of Use. If you do not agree with these Terms of Use, please do not access this website.

You are currently viewing a page of Hixon Mortgage, LLC's website or a related website or mobile application ("the Site") belonging to Hixon Mortgage, LLC.

These Terms of Use govern your access to and use of our Site, including any content, functionality, and services offered on or through the Site ("Services"). "You" and "your", refer to any person who accesses or uses the Site or Services. The Site is intended for individuals who are at least 13 years old. If you are under the age of 13 years old, please do not access this Site.

Hixon Mortgage, LLC reserves the right to modify these Terms of Use at any time without notice. Any change to these Terms of Use will be effective upon posting of such updated Terms of Use on the Site. The most current version of the Terms of Use will be available to you by clicking the link at the bottom of the Site. By continuing to access or use the Services after the date of any change to these Terms of Use, you agree to be bound by such terms contained in the most recent version of these Terms of Use. Hixon Mortgage, LLC reserves the right to modify or terminate the Services or to terminate your access to the Site, in whole or in part, at any time.

## REGISTRATION INFORMATION

You may be invited to register at the Site to help us tailor the Service for your personal and business financial needs and to alert you of other products and services for you or your business. In registering for the Service, you agree to provide accurate, true, current, and complete information about you and your business as requested by the registration screens. As a convenience to you, a profile for you or your business may be created based on the registration information that you provide.

## PRIVACY

To the extent permitted by applicable law, by accessing or using the Site or Services, you understand and agree that Hixon Mortgage, LLC may collect and retain personal or other information about you or the device you use to access the Site or Services. By using the Site, you consent to Hixon Mortgage, LLC's use of analytics and monitoring tools to collect user interaction with our products. These interactions are collected using cookies and technical log files. We use the data for purposes that include interaction monitoring and visual replay for fraud, customer service, product improvement, and other purposes allowed by law.

## RESTRICTIONS ON USE

All trademarks, service marks, trade names, trade dress and related intellectual property rights in the Services are proprietary to Hixon Mortgage, LLC, or our licensors or licensees. You may not use, reproduce, or display any of the Hixon Mortgage, LLC trademarks except upon Hixon Mortgage, LLC's prior written consent.

The Site and its entire contents, features, and functionality (including but not limited to all web pages, user interfaces, information, design, software, source code, text, displays, graphics, images, videos,

and audio recordings, and the design, selection, and arrangement thereof) are owned, controlled, or licensed by Hixon Mortgage, LLC and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly provided in these Terms of Use, you may not copy, display, distribute, transmit, transfer, link to, reproduce, license, frame, alter, create derivative works of, reverse engineer, or republish all or any portion of the Site for any commercial or public purpose without Hixon Mortgage, LLC's prior written consent. You may, however, view information available on the Site for your informational purposes. You may download from the Site materials, except for software or source code, but only for your personal or internal business purposes only. You may download software or source code from the Site, but only such software or source code purposely made available to you

by Hixon Mortgage, LLC for downloading from the Site, subject to any applicable terms of use. You acknowledge and agree that you do not acquire any ownership rights of any kind by downloading materials from the Site.

Your use of the Services, including the Site, imposes on you an obligation of appropriate use and conduct, which includes, but is not limited to, not causing an unreasonable or disproportionately large processing load on our Services or systems, not engaging in any conduct that restricts or inhibits use of the Services by others, and not introducing or transmitting any virus, worm, Trojan horse, or other material that may harm or disrupt our Services or systems. Unauthorized use of the Services, misuse of passwords, or misuse of any information or material posted on this Site is strictly prohibited.

You may use the Services, including the Site, only for lawful purposes and you agree not to use the Services in any way that violates any applicable federal, state, local, or international law or regulation.

### **THIRD PARTY SITES OR CONTENT**

The Site may contain links to websites controlled or offered by third parties (non-affiliates of Hixon Mortgage, LLC). Hixon Mortgage, LLC hereby disclaims all liability for any other company's website content, products, privacy policies, or security. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions, services, products, or recommendations provided by the

linked site providers are those of the providers and not of Hixon Mortgage LLC. Your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you and the linked site provider.

### **DISCLAIMER AND LIMITATION OF LIABILITY**

THE SERVICES, INCLUDING THE SITE (INCLUDING ALL CONTENT, FUNCTIONALITY, AND MATERIALS), ARE OFFERED BY HIXON MORTGAGE, LLC ON AN "AS IS," "AS AVAILABLE," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND — WHETHER EXPRESS, IMPLIED, OR STATUTORY — INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

YOU ACKNOWLEDGE THAT NEITHER HIXON MORTGAGE, LLC NOR ANY OF OUR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY PROVIDERS, OR LICENSORS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENT OF ANY INFORMATION, SERVICE, OR PRODUCT PROVIDED THROUGH THE

SERVICES. HIXON MORTGAGE, LLC DOES NOT ENDORSE PRODUCTS OR SERVICES APPEARING ON LINKED SITES OR PURCHASED VIA LINKED SITES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL HIXON MORTGAGE, LLC BE RESPONSIBLE FOR ANY LOSS OF ANY KIND, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES' WHICH MAY INFECT YOUR COMPUTER SYSTEM OR MOBILE DEVICE, PROPERTY DAMAGE, AND BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL HIXON MORTGAGE, LLC BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LOST PROFITS, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE (OR INABILITY TO USE) OF THE SERVICES, THE SITE, ANY ONLINE SERVICES OR ANY INTERNET BROWSER SOFTWARE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Hixon Mortgage, LLC and each of their respective directors, officers, employees, agents, successors, and assigns from and against all losses, liabilities, damages, claims, and expenses, including attorneys' fees, arising out of, relating to, or resulting from your violation of these Terms of Use or misuse of the Service or the Site, including such violation or misuses conducted by your employee or agent.

## **ENFORCEABILITY AND GOVERNING LAW**

These Terms of Use constitute a contract between you and Hixon Mortgage, LLC governed by the laws of the state of Connecticut, with the exception of its conflicts of law provisions. In the event any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision. These Terms of Use shall be subject to any other agreements you have entered into with Hixon Mortgage, LLC.

The Site is hosted in the United States. If you are accessing this Site from outside the United States, you may be subjecting yourself to United States law, which may differ from your local laws, including laws that govern personal data collection, use, and disclosure. In your use of this Site or Service, you may transfer certain personal information to the United States. To the extent permitted by applicable law, your use of the Site or Service shall constitute your consent to the transfer of personal information to the United States and the applicability of United States law.

## **FEEDBACK**

You agree that any and all suggestions, comments, and feedback that you submit at or via this Site in connection with any Hixon Mortgage, LLC products and services shall be deemed to be non-confidential, except as otherwise specifically agreed or required by law. Hixon Mortgage, LLC also shall be free to use any feedback without any restriction of any kind. Such feedback may include ideas for new or improved products or services, concepts, know-how, techniques, etc.

Copyright ©2025. All rights reserved. This document, and/or any information contained in it, may not be reproduced, or transmitted in any form or by any means, by or to any party other than Hixon Mortgage LLC. Written approval from Firstline Compliance, LLC must be obtained prior to use or distribution of this policy guide for any purpose other than to share with its regulators, auditors and/or investors in conjunction with an application, examination, or review.