

## Website Terms of Use

**Last Modified: January, 2026**

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between you and Townsgate Closing Services, LLC, and its subsidiaries and affiliates (collectively, “Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate them by reference (collectively, these “Terms of Use”), govern your access to and use of our websites, including, without limitation, all content, functionality, including any chat functions, and services offered on or through our websites, (collectively, the “Websites”).

Please read these Terms of Use carefully before you start to use any of the Websites. **By using the Websites, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy which is incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website. **By giving your authorization to receive text or SMS messages from any Company affiliate or subsidiary, you acknowledge and agree to the terms and conditions in our SMS Terms & Conditions (below), along with these Terms of Service and our Privacy Policy with regard to any texting or SMS messaging between you and the given Company affiliate or subsidiary.**

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Websites thereafter.

Your continued use of any of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access one of the Websites, so you are aware of any changes, as they are binding on you.

### **Accessing the Websites**

We reserve the right to withdraw or amend the Websites, and any functionality, service or material we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Websites is unavailable at any time or for any period.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Websites; and
- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms of Use and comply with them.

To access the Websites, you may be asked to provide certain information. It is a condition of your use of the Websites that all the information you provide on the Websites is true, correct, current, and complete. You agree that all information you provide to the Websites is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

## **Intellectual Property Rights**

The Websites and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Websites solely to view information about the products and services offered by Company for your informational use, to purchase such products and services, or as expressly authorized by Company. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Websites.

You must not:

- Modify copies of any materials from the Websites.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Websites.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Websites in breach of the Terms of Use, your right to use the Websites will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. Nothing contained on the Websites should be construed as granting, by implication or otherwise, any license or right to use any trademark displayed on the Websites without the express written permission of Company. Your misuse of the trademarked name or logo of Company or any of its affiliates or subsidiaries or any other content of the Websites is strictly prohibited. You are also advised that Company will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution. Company reserves all rights pertaining to the Websites.

## **Trademarks**

Company's name, the names of its affiliates and subsidiaries, Company's logos, its affiliates' and subsidiaries' logos and all related names, logos, product and service names, designs, and slogans are trademarks and intellectual property of Company, or its affiliates and/or subsidiaries, as applicable. You must not use such marks or other intellectual property without the prior written permission of Company or the respective affiliate or subsidiary. All other names, logos, product and service names, designs, and slogans on this Websites are the trademarks of their respective owners.

## **Prohibited Uses**

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use any of the Websites:

- In any way that violates any applicable federal, state, local, or international law or regulation.

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Company, any of its affiliates or subsidiaries, an Company employee, or one of its affiliate’s or subsidiary’s employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Websites, or which, as determined by us, may harm Company or users of the Websites, or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair any of the Websites or interfere with any other party’s use of the Websites.
- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Websites.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites, the servers on which the Websites are stored, or any server, computer, or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

### **Reliance on Information Posted**

The information presented on or through the Websites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim

all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

This Websites may include content provided by third parties, including materials provided by service providers and third-party licensors. All statements and/or opinions expressed in these materials, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Websites**

We may update the content on any of the Websites from time to time, but content on each Website may not be necessarily complete or up to date. Any of the material on the Websites may be out of date at any given time, and we are under no obligation to update such material.

### **Linking to the Websites**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any links at any time without notice in our discretion.

### **Links from the Websites**

If the Websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to any of the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON ANY WEBSITE, OR ON ANY WEBSITE LINKED TO IT.

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TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, SUBSIDIARIES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO ANY OF THE WEBSITES, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Indemnification**

You agree to defend, indemnify, and hold harmless Company, its affiliates, subsidiaries, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Websites, including, but not limited to, any use of the Websites' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Websites.

## **Governing Law and Jurisdiction**

All matters relating to the Websites and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in the federal courts located in, or state courts of Allegheny County in the Commonwealth of Pennsylvania, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

The parties acknowledge and agree that the SMS Terms and Conditions below have different dispute resolution provisions.

## **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **Waiver and Severability**

No waiver by Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company regarding the Websites and supersede all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, regarding the Websites.

### **Your Comments and Concerns**

All feedback, comments, requests for technical support, and other communications relating to the Websites should be directed to Company via email to [privacyrequests@mortgageconnectlp.com](mailto:privacyrequests@mortgageconnectlp.com).

## **SMS TERMS & CONDITIONS**

Please read these SMS Terms & Conditions (the “SMS Terms”) carefully. By enrolling or otherwise agreeing to receive text messages from or on behalf of Townsgate Closing Services, LLC, and its subsidiaries and affiliates (“Company”), you agree to these SMS Terms, as well as Company’s Website Terms of Use (above) and Privacy Policy, which are incorporated herein by reference.

### **1. Opting into Text Messages**

By opting into any Company text program, you expressly consent to receive recurring marketing and/or transactional text messages (including billing notices and account information) that may be sent using an automatic telephone dialing system, by or on behalf of Company, at the cell phone number you provide Company. Please note we may not be able to deliver messages to all mobile carriers. Consent to receive texts is not a condition of purchasing any goods or services, and you understand and agree that all text messages may be sent using automated technology. Message and data rates may apply.

### **2. Message Frequency**

Frequency will vary.

### **3. Supported Carriers**

The following carriers will be supported in any Company text program: AT&T, Verizon Wireless, T-Mobile, Sprint and MetroPCS. Other carriers may be supported. Carriers are not liable for delayed or undelivered messages.

### **4. How to Opt Out and Get Help**

To stop receiving text messages from Company, reply “STOP” to the number sending the message or call 844-740-0401, or email [privacyrequests@mortgageconnectlp.com](mailto:privacyrequests@mortgageconnectlp.com). After replying “STOP,” or calling or emailing Company at the number or email address provided above, you may receive additional communications confirming that your request has been received and processed, and you may continue to receive text messages for a short period (not to exceed ten (10) days) while Company processes your request(s). If you opt out of one Company text messaging program, you

will remain opted into other Company text messaging programs (if applicable) unless you opt out of those programs separately.

If you need further assistance, text “HELP” to the number sending the message, or contact Company at 844-740-0401 or email [privacyrequests@mortgageconnectlp.com](mailto:privacyrequests@mortgageconnectlp.com).

## **5. Program Description**

Below is more information on the types of text messages you may receive. In all cases, consent to receive texts is not a condition of purchasing any goods or services, and message and data rates may apply:

- **Closing Information.** We use text and SMS messages to provide and request information with respect to real estate closings. We may also use text and SMS messages to facilitate completion of information necessary to facilitate a closing or signing appointment
- **Appointment Scheduling.** We would use text and SMS messages to facilitate scheduling signing appointments and closing appointments for your transactions. This may be accomplished through a questionnaire sent to the text or SMS message recipient.
- **Title Curative.** We would use text and SMS messages to provide and request information with respect to title curative matters for your transaction. This may be accomplished through a questionnaire sent to the text or SMS message recipient.

After opting out of receiving text messages, you can re-enroll in any Company text messaging program by following the instructions for that program.

## **6. Cost**

Message and data rates may apply for any messages sent to you from or on behalf of Company, and messages you send to us. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

## **7. Eligibility and Change in Phone Number**

By opting into Company’s text messaging program(s) or by otherwise providing your cell phone number to Company, you warrant that you are 18 years of age or older. You further warrant that you are the current subscriber or authorized user of the phone number you have provided. You agree that you will not initiate messages to the mobile phone of any other person or entity without

authorization. Failure to do so constitutes a material breach of these SMS Terms and Company's Terms of Use (above).

### **8. Mandatory Dispute Resolution (Arbitration Clause and Class Action Waiver)**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

Any and all disputes between you and Company arising under or related in any way to the SMS Terms, must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to any of Company's text programs.

YOU AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and Company must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Pittsburgh, Pennsylvania. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in Pittsburgh, Pennsylvania.

### **9. Changes to the SMS Terms**

These SMS Terms may be updated by Company at any time without prior notice. By continuing to be enrolled in any Company promotional text messaging program, or by providing your cell phone number for transactional, operational, or informational text messages, you agree to any changes.

### **10. Questions**

For questions about these SMS Terms or Company's text messages, please contact Company at 844-740-0401 or email [privacyrequests@mortgageconnectlp.com](mailto:privacyrequests@mortgageconnectlp.com).

## Do Not Call Policy

It is the policy of Townsgate Closing Services, LLC and its subsidiaries and affiliates (“Company”) to maintain a list of persons who request not to receive telemarketing calls (including, for purposes of this Do Not Call Policy, text messages) made by or on behalf of Company, and to honor those requests consistent with this Do Not Call Policy and applicable laws.

If you do not want to receive telemarketing calls (including text messages) from or on behalf of Company, you may submit a request to Company not receive them by having your number placed on Company’s internally maintained do-not-call list (“Do Not Call List”). If you are already receiving telemarketing text messages from Company, you may submit a request by texting “STOP” to the number from which you receive the text. You may also submit a request to Company via email at [privacyrequests@mortgageconnectlp.com](mailto:privacyrequests@mortgageconnectlp.com), by calling 844-740-0401 , or by mailing your request to Townsgate Closing Services, LLC Attn: Do Not Call List Request, 600 Clubhouse Drive, Suite 410, Moon Township, PA 15108 When submitting a request by email, phone, or mail, please include your name and the telephone number(s) you wish to be placed on the Do Not Call List. If your information changes after your request, please notify us as soon as possible.

Company records a request not to receive telemarketing calls at the time the request is made, places the subscriber’s name, if provided, and telephone number on the Do Not Call List, and maintains a record of the request. Company honors a do-not-call request within a reasonable time, not to exceed 10 days, from the date the request is made, and for at least 5 years from the time the request is made.

This Do Not Call Policy is available upon demand. To request a copy, please contact Company using the contact information listed above.

Company reserves the right to revise this Do Not Call Policy.