LoanX, Inc. Terms of Service

Effective Date: Jun 3, 2025

These Terms of Service ("Terms") govern your use of the LoanX software-as-a-service (SaaS) platform, mobile applications, and public website (collectively, the "Service"), operated by **LoanX, Inc.** ("LoanX," "we," "our," or "us").

By accessing or using the Service, you agree to be bound by these Terms and our <u>Privacy</u> <u>Policy</u>. If you do not agree, you must not use the Service.

1. Eligibility and Access

The Service is intended for use by:

- **Lending Institutions** and their authorized users (loan officers, processors, underwriters, assistants);
- Real Estate Agent Teams, including buyer agents, listing agents, and coordinators involved in mortgage transactions;
- Title and Escrow Professionals, including officers, closers, and processors contributing to settlement and transaction workflows;
- Borrowers and other consumer users interacting via web or mobile as part of the mortgage or home-buying process.

You must be at least 18 years old and authorized by an enterprise client or acting as a loan applicant.

2. Accounts and Mobile Use

Access may require creating a user account or being provisioned one by your organization. You are responsible for:

- Maintaining secure credentials;
- Keeping account information accurate;
- Using only authorized devices and software.

LoanX may assign virtual phone numbers to lending team members, which may forward calls to personal or enterprise mobile phones. You are responsible for any usage charges on those devices.

The mobile apps may access device features (e.g., microphone, notifications) only with your permission. Mobile data use may incur carrier charges.

3. Permitted Use

You agree to use the Service only for legitimate, authorized real estate and mortgage-related activities, including:

- Loan intake and application processing;
- Communication and collaboration between lending, real estate, title, and borrower parties;
- Al-assisted transcription, summarization, and workflow automation;
- Secure handling of transaction documents and settlement tasks.

You agree not to:

- Use the Service for illegal, deceptive, or fraudulent activity;
- Attempt to reverse-engineer, copy, or disrupt the Service;
- Circumvent authentication, access restricted data, or introduce malicious code;
- Misrepresent identity or consent on behalf of others.

4. Voice Fingerprinting and Call Analysis

To support workflow automation and compliance:

- LoanX may record, transcribe, and analyze communications across web and mobile channels;
- Voice fingerprints may be created to identify individual participants (loan officers, agents, borrowers);
- These may be used for task assignment, speaker tracking, consent verification, and auditing.

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All such data is encrypted and stored per regulatory and compliance requirements. By using the Service, you acknowledge and consent to this processing.

5. Data Rights and Privacy

- You retain ownership of personal or proprietary data submitted through the Service.
- LoanX retains ownership of the platform, algorithms, and Al-generated insights (excluding client data).
- We may use anonymized or aggregated data to improve system performance.

All data use is subject to our [Privacy Policy] and applicable Data Processing Agreements with enterprise clients.

6. Intellectual Property

All content, code, features, and design elements of the Service are owned by or licensed to LoanX. Except for the rights expressly granted, no other rights are transferred.

You may not reuse, distribute, reverse-engineer or adapt any part of the Service without written permission.

7. Service Availability

We strive to maintain high availability and performance across web and mobile platforms. However, we do not guarantee uninterrupted access. Scheduled maintenance and unscheduled outages may occur.

8. Disclaimers

LoanX provides the Service "as is" and makes no warranties, express or implied, regarding:

- The accuracy of Al-generated content;
- The completeness of borrower data or legal compliance outcomes;
- The uninterrupted or error-free operation of the Service.

Users are responsible for verifying the accuracy of information used in regulatory filings or decisions.

9. Limitation of Liability

LoanX shall not be liable for:

- Any indirect, incidental, or consequential damages;
- Loss of data, revenue, or reputation;
- Errors caused by user misentry, device malfunctions, or unauthorized access.

Total liability shall not exceed the fees paid (if any) by the affected party in the preceding 12 months.

10. Termination and Suspension

LoanX reserves the right to suspend or terminate access if:

- You breach these Terms;
- You no longer meet eligibility criteria;
- Required by law or at the request of the enterprise client.

Data will be retained or deleted in accordance with our internal policies and agreements with enterprise clients.

11. Modifications

We may update these Terms periodically. If material changes are made, we will provide notice via email, app notifications, or on our website. Continued use after changes implies acceptance.

12. Contact

For any questions regarding these Terms or the Service, contact:

LoanX, Inc.

Email: help@loanx.ai

Address: [Insert Physical Address]