

Terms of Use

June 28, 2023

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND USING THIS WEBSITE OR MOBILE APPLICATION YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE POSTED TO THIS WEBSITE OR MOBILE APPLICATION FROM TIME TO TIME. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS STATED HEREIN, PLEASE EXIT THIS WEBSITE OR MOBILE APPLICATION IMMEDIATELY. THESE TERMS OF USE CONTAIN AN ARBITRATION AGREEMENT WHICH AFFECTS YOUR RIGHTS. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT AS DESCRIBED BELOW.

You are currently using a website or mobile application (each, a "Site") owned and operated by First Commonwealth Mortgage Corp., Inc., a Kentucky corporation (DBAs include Arizona Home Funding).

This Site and any of the services provided by First Commonwealth Mortgage Corp. in connection with this Site ("Services") are provided expressly subject to the terms and conditions stated herein ("Terms of Use"). By accessing the Site, you ("User") acknowledge that you have read, understand, and agree to be bound by these Terms of Use. If any provision contained in these Terms of Use conflicts with a provision contained in another agreement that you enter into with First Commonwealth Mortgage Corp. or related to the First Commonwealth Mortgage Corp. Services, the provision of the other agreement shall govern with respect that specific aspect of the Site or Services.

Changes and Modifications

First Commonwealth Mortgage Corp. reserves the right in its sole discretion to temporarily or permanently change or modify these Terms of Use or discontinue the Site, or any portion of the Site, for any reason, at any time without notice to you. Please review these Terms of Use from time to time because your continued access or use of the Site after any modifications have become effective shall be deemed your conclusive acceptance of the modified Terms of Use. Notwithstanding the foregoing, we will not amend the Arbitration Provision set forth below in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision.

General Eligibility

This Site is intended for individuals who are residents of the United States and at least eighteen (18) years of age, and any access by individuals who are under the age of 18 is in violation of these Terms of Use. If you are under 18, please exit this Site now. By using the Site, you represent that you are a resident of the United States and 18 or older, and that you agree to abide by all the terms and conditions of these Terms of Use. Unauthorized use of the Site or Services, including unauthorized access of First Commonwealth Mortgage Corp.'s systems and misuse of passwords or Site information is strictly prohibited. If you violate any of these Terms of Use or any other agreement between you and First Commonwealth Mortgage Corp., then First Commonwealth Mortgage Corp. may restrict, suspend, or terminate your access to any portion or all of the Site and Services without notice.

Privacy

Your privacy is very important to us. Please carefully read First Commonwealth Mortgage Corp.'s Privacy Policy, which details how First Commonwealth Mortgage Corp. treats your personal information.

Service Rights and Restrictions

All material and content on this Site including but not limited to text, data, articles, designs, software, photos, images, and other information (collectively the "Site Content") are the proprietary property of First Commonwealth Mortgage Corp. with all rights reserved. Site Content may not be copied, reproduced, distributed, republished, displayed, posted, transmitted, or sold in any form or by any means without First Commonwealth Mortgage Corp.'s express prior written consent. You acknowledge that all Site Content is and shall remain the sole property of First Commonwealth Mortgage Corp. You may only use access the Site and use the Services for their intended purpose, and any use of the Site or Services that is not expressly authorized herein is strictly prohibited.

Trademarks

Nothing on this Site should be construed as granting the User any license or right to use any trademark, whether owned by First Commonwealth Mortgage Corp. or a third party, displayed on the Site, without prior written approval of the trademark owner. You may not use, copy, duplicate, display, distribute, modify or reproduce any trademark contained on the Site without the prior express written consent of the trademark's owner.

Consent to Conduct Business Electronically

Because First Commonwealth Mortgage Corp. operates online and conducts its business through the Internet, you must consent to receive all disclosures, notices, documents, agreements, and information associated with the Services ("Communications") electronically in order to transact business with us. This section informs you of your rights when receiving electronic Communications from First Commonwealth Mortgage Corp. You agree that First Commonwealth Mortgage Corp., its agents and representatives, may provide all Communications to you electronically via email or through our Site. You may still request a paper copy of any Communication by following the procedure outlined below.

Hardware and Software Requirements

In order to receive electronic Communications, you must have the following: (1) access to the Internet; (2) an active email account; (3) software capable of receiving email through the Internet; (4) supported Web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher); and (5) hardware capable of running this software. To ensure access and optimal printing of your documents in PDF format, you must have Adobe Reader.

Additional Mobile Technology Requirements

If you access our Site and Communications electronically via a mobile device (such as a smart phone or tablet), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save the Communications presented to you. If you do not have these capabilities on your mobile device, please access our Site through a device that provides these capabilities.

Requesting a Paper Copy

You may request from us a paper copy of any Communication that we have provided or made available to you electronically without charge, provided that such request is made within a reasonable time after we first provided the Communication to you. To request paper copies, you must send an e-mail to info@firstcm.net with the subject line "Paper Copy Request" and in the body of the e-mail you must state your e-mail address, full name, US Postal address, and telephone number.

Withdrawing Consent

You may withdraw your consent to receive future Communications electronically by changing your settings on the First Commonwealth Mortgage Corp. website or app, or by sending an email to info@firstcm.net with the subject line "Withdraw Electronic Consent" and including your full name, US Postal Address, email address, and telephone number in the body of the email. Your withdrawal of consent will be effective only after we have had a reasonable period to process your request.

Telephone Communications

By accepting these Terms of Use, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide to us. You agree we may contact you in any way including SMS text messages, calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automated texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or number(s) we can reasonably associate with your account (through skip tracing, caller ID capture, or other methods), with information or questions about your request, application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

MARKETING CALLS AND TEXTS

You agree that First Commonwealth Mortgage Corp.'s employees, agents, and representatives may use autodialed or pre-recorded phone calls and SMS text messages to contact your mobile phone at the number you provide for the purpose of describing goods and services that may be of interest to you, whether offered by First Commonwealth Mortgage Corp., affiliates, or third parties. If provided, your consent will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. This consent for telemarketing calls shall remain in effect until you revoke it. Your consent to receive telephone communications is not a condition of obtaining any product or service and may be revoked at any time by email at info@firstcm.net, by writing to us at First Commonwealth Mortgage Corp., Inc. c/o compliance department, 12004 Shelbyville Rd, Louisville, Kentucky, 40243, or by calling us at 1-866-615-1492. Standard calling and text messaging rates will apply, based on your cellular telephone carrier and service plan.

Changes in Contact Information

Please keep us informed of any changes in your contact information so that you can continue to receive timely electronic Communications from us. You may update your contact information by emailing info@firstcm.net, by writing to us at First Commonwealth Mortgage Corp., Inc. c/o Compliance Department, 12004 Shelbyville Rd, Louisville, Kentucky, 40243, or by calling us at 1-866-615-1492.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification to us via email at info@firstcm.net, by writing to us at First Commonwealth Mortgage Corp., Inc. c/o Copyright Complaints, 12004 Shelbyville Rd, Louisville, Kentucky, 40243. In your notification, please:

Confirm that you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;

Identify the copyrighted work or works that you claim have been infringed; Identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed (please include information reasonably sufficient to permit us to locate the material);

Provide your contact details, including an email address; and

Provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

Links to Third-Party Sites

We are not responsible for the information practices employed by sites linked to or from our Site. In most cases, links to third-party websites are provided solely as pointers to information on topics that may be useful to our users. Since third-party websites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

Disclaimer of Warranties

FIRST COMMONWEALTH MORTGAGE CORP. PROVIDES THE SITE AND SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ADDITIONALLY, FIRST COMMONWEALTH MORTGAGE CORP. MAKES NO CLAIM OR GUARANTEE AS TO THE ACCURACY OF ANY INFORMATION PROVIDED OR SITE CONTENT.

Limitation of Liabilities

IN NO EVENT WILL FIRST COMMONWEALTH MORTGAGE CORP. OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR LOST PROFITS OR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM YOUR USE OF THE SITE OR SERVICES, EVEN IF FIRST COMMONWEALTH MORTGAGE CORP. IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, FIRST COMMONWEALTH MORTGAGE CORP.'S LIABILITY TO YOU FOR ANY CAUSE OF ACTION REGARDLESS OF FORM WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU TO FIRST COMMONWEALTH

MORTGAGE CORP., IF ANY, AND IN NO CASE SHALL FIRST COMMONWEALTH MORTGAGE CORP.'S LIABILITY TO YOU EXCEED \$1,000.00.

Indemnification

You agree to indemnify, defend, and hold harmless First Commonwealth Mortgage Corp. and its affiliates, officers, directors, employees, agents, and representatives for damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees), arising in connection with any claim, suit, proceeding, or other action arising from your use of the Site or Services, your conduct in connection with your use of the Site or Services, or any violation of these Terms of Use or of any law or the rights of any third party.

Arbitration

1. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW.

a. You and First Commonwealth Mortgage Corp. agree that either of you (or any subsequent assigns of First Commonwealth Mortgage Corp.), may, at your or First Commonwealth Mortgage Corp.'s sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"), unless you opt out as provided in paragraph (b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and First Commonwealth Mortgage Corp. and/or any assign of First Commonwealth Mortgage Corp. (or persons claiming through or connected with First Commonwealth Mortgage Corp. and/or any assign of First Commonwealth Mortgage Corp.), on the other hand, relating to or arising out of these Terms of Use and/or the activities or relationships that involve, lead to, or result from these Terms of Use, including (except to the extent provided otherwise in the last sentence of paragraph (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Terms of Use. Claims are subject to arbitration regardless of whether they arise from contract, tort (intentional or otherwise), a constitution, statute, ordinance, common law, or principles of equity, or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by writing to us at First Commonwealth Mortgage Corp., Inc. c/o Compliance Department, 12004 Shelbyville Rd, Louisville, Kentucky, 40243, only if received at the specified address within 30 days of the date you first access these Terms of Use. The opt-out notice must clearly state that you are rejecting arbitration; state the date you first accessed these Terms of Use; provide your name, address, and social security number; and be signed by you. You may send the optout notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt-out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the optout notice on your behalf.

c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration

Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

d. If First Commonwealth Mortgage Corp. (or any assign of First Commonwealth Mortgage Corp.) elects arbitration, First Commonwealth Mortgage Corp. (or the assign, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. First Commonwealth Mortgage Corp. (or the assign, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that First Commonwealth Mortgage Corp. (or the assign) pay them and First Commonwealth Mortgage Corp. agrees (or the assign agrees) to do so. Each party to the arbitration shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

e. Within 30 days of a final award by the arbitrator, any party to the arbitration may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act (the "FAA"), and may be entered as a judgment in any court of competent jurisdiction. No arbitration award involving you and First Commonwealth Mortgage Corp. (or any assign of First Commonwealth Mortgage Corp.) will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between you and First Commonwealth Mortgage Corp. (or any assign of First Commonwealth Mortgage Corp.).

f. You and we agree not to invoke our right to arbitrate an individual Claim you or we may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS, REPRESENTATIVE, OR COLLECTIVE ACTIONS. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph (f) and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph (f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations and privileges. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to these Terms of Use and the relationship of you and First Commonwealth Mortgage Corp. and/or assignee; (ii) the bankruptcy or insolvency of you or First Commonwealth Mortgage Corp. or other person; and (iii) any assignment by First Commonwealth Mortgage Corp. to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force, subject to two exceptions: (1) if a determination is made that the limitations on class, representative or collective proceedings in paragraph (f) is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision shall be void in its entirety (except for this sentence); and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the limitations on class, representative or collective proceedings in paragraph (f), and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

YOU AND FIRST COMMONWEALTH MORTGAGE CORP. ACKNOWLEDGE THAT THEY MAY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY BUT WILL NOT HAVE THAT RIGHT IF EITHER YOU OR FIRST COMMONWEALTH MORTGAGE CORP. ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. YOU AND FIRST COMMONWEALTH MORTGAGE CORP. HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY YOU OR FIRST COMMONWEALTH MORTGAGE CORP.

Miscellaneous

Choice of Law; Jurisdiction and Venue

Except as set forth in the Arbitration Provision, these Terms of Use shall be governed by the laws of the State of Kentucky without regard to any conflict of laws provision. You irrevocably consent to this exclusive jurisdiction in connection with any dispute or the enforcement of any right arising from these Terms of Use.

Severability

Except as set forth in the Arbitration Provision, if any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

Waiver

First Commonwealth Mortgage Corp.'s failure or delay in exercising any right, power, or remedy under these Terms of Use shall not operate as a waiver of any such right, power, or remedy.

Contacting Us

If you have questions, comments, or complaints regarding these Terms of Use, the Site, or Services, you may call 1-866-615-1492, email us at info@firstcm.net, or write to First Commonwealth Mortgage Corp., Inc. c/o Compliance Department, 12004 Shelbyville Rd, Louisville, Kentucky, 40243.