

# PRIVACY STATEMENT

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This Privacy Statement describes how Alternative Mortgage & Investment Corporation ("Certified Wealth Mortgage & Investment") uses the information you provide.

## Information Gathered

You may choose to provide information about yourself in order to be contacted by Certified Wealth Mortgage & Investment or receive a response to your application for a certain loan product. Such information may include the following:

- Your name
- Contact information including a phone number and email address
- Property address
- Other information you choose to provide via a telephone call, letter, e-mail or through this application

## Use

Primarily, the information you provide will be used to contact you and qualify you for certain loan product(s). You understand that by submitting your information through this application, you agree to be contacted regardless of registration with any federal, state or local Do Not Call list, Do Not Mail list, or any other comparable list or registry. By providing information to Certified Wealth Mortgage & Investment through this application, a telephone call, an e-mail or letter, you authorize Certified Wealth Mortgage & Investment to engage in the following uses of your information:

- to improve its products and services
- to periodically market its products and services, telemarket its products and services, and send promotional emails and advertisements
- to contact you
- to provide your information to a lender(s) in order to qualify you for certain a certain loan product(s)

Additionally, you authorize Certified Wealth Mortgage & Investment to share your information with:

- its affiliates and/or divisions
- financial & non-financial service providers and companies, retailers and direct marketers
- third parties who perform marketing services on behalf of Certified Wealth Mortgage & Investment or one its divisions or others with whom Certified Wealth Mortgage & Investment has a joint marketing agreement or arrangement

#### Right to Opt-Out of Information Sharing

Federal law gives you the right to limit some but not all sharing. Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

Certain state law may give you additional rights to limit sharing. If you wish to opt-out, you must send an email to [kbaker@amic.net](mailto:kbaker@amic.net) or call 609-452-1400 indicating your preference to opt-out of sharing with affiliated companies, non-affiliated third parties or both. However, by opting-out you understand that such opt-out may affect your access to certain financial products, which may otherwise be available. You are encouraged to obtain information on as many products and providers as possible.

If you do not wish to opt-out, no action is required and until you provide the required notice of your opt-out preference Certified Wealth Mortgage & Investment is authorized to share your information as described above.

## Security

Certified Wealth Mortgage & Investment has measures in place directed to safeguarding the information that you provide. Such measures include, but are not limited to, implementing policies and procedures regarding data security.

Please note, no data transmission over the Internet or any wired or wireless network can be guaranteed to be 100% secure. Certified Wealth Mortgage & Investment recommends you do not send any confidential information and/or nonpublic personal information by e-mail. If you choose to send confidential information and/or nonpublic personal information to Certified Wealth Mortgage & Investment via e-mail, you accept all risk that such information may be intercepted by a third party.

## Web Technologies

A "cookie" is a small file that is assigned by the web server to your computer or phone. The use of cookies allows Certified Wealth Mortgage & Investment to identify which pages of the application are accessed. That information is then used to improve the application and your online experience. Assigning a cookie to your computer or phone does not provide Certified Wealth Mortgage & Investment access to your computer or any of the information contained on your computer or phone and your computer or phone is not harmed by Certified Wealth Mortgage & Investment's use of cookies.

Most web browsers afford you the option of modifying your settings to reject cookies should you choose. However, declining cookies may interfere with your ability to take full advantage of the features of this application.

## Change in Control

Your information may be transferred in connection with a sale, merger, transfer, exchange or other disposition (whether assets, stock or otherwise) of all or a portion of the business of Certified Wealth Mortgage & Investment. You will have the opportunity to opt-out of further secondary use of your information following any such change in control.

## Changes to Our Privacy Statement

Certified Wealth Mortgage & Investment reserves the right to modify this Privacy Statement at any time without notice, but the most current version of the Privacy Statement will always be available to you by clicking on the link at the bottom of this application. By continuing to use this application and the services available through it, after the date of any change to this Privacy Statement, including accessing this application, you agree and acknowledge acceptance of the Privacy Statement in its most current version.

## Terms and Conditions

Please see the Terms of Use statement for other details that are applicable to and regard your use and access of this application by clicking the link at the bottom of this application.

## Agreement

By using this application, you agree to this Privacy Statement and to the use of the information Certified Wealth Mortgage & Investment receives and collects as stated herein and in ways Certified Wealth Mortgage & Investment may notify you of in the future. By providing any personal information to this application, you acknowledge that you fully understand and consent to the collection and processing of such information. Certified Wealth Mortgage & Investment reserves the right at its discretion to modify this Privacy Statement at any time. Your continued use of this site following the posting of changes to these terms indicates your acknowledgment and acceptance of all changes.

## Questions

Should you still have questions regarding Certified Wealth Mortgage & Investment's use of your information and the protection afforded it, you may contact Certified Wealth Mortgage & Investment using the below information:

Certified Wealth Mortgage & Investment  
116 Village Boulevard Suite 200  
Princeton, NJ 08540 **kbaker@amic.net**  
**609-452-1400**

## Terms of Use

**This application is being provided to you subject to these Terms of Use which govern your use of this application. Please read these Terms of Use carefully. By using this application, you agree to be bound by these Terms of Use, whether or not you complete a loan transaction. By using this application you acknowledge that certain features of this application and the corresponding loan products and/or services may be subject to additional terms, conditions and disclaimers.**

**If you do not agree to these Terms of Use, you are not authorized to use this application, or any of the services that Alternative Mortgage & Investment Corporation ("Certified Wealth Mortgage & Investment") may offer through this application. Certified Wealth Mortgage & Investment reserves the right to, in its sole discretion and without notice, deny you access and/or use of this application for any reason or no reason at all.**

**THE DISCLOSURES AND CONSENTS REQUIRED UNDER CERTAIN STATE LAWS ARE DEEMED TO BE PROVIDED, RECEIVED AND AGREED TO BY YOUR USE OF THIS APPLICATION.**

### Information Subject To Change

**Although Certified Wealth Mortgage & Investment has tried to provide accurate and timely information, the content of this application may not be accurate, complete and/or current and may include typographical errors or technical inaccuracies. The information and materials contained in these pages, and the terms, conditions and descriptions that appear on this application, are subject to change at any time without notice. Certified Wealth Mortgage & Investment may change the products, services and other information identified on this application at any time. Applicable terms, conditions and eligibility requirements are subject to change and not all products and services are available in all geographic areas. Any decisions which you may make based upon the information contained in this application shall be at your sole risk and responsibility. Your eligibility for particular products and services is subject to final approval,**

**determination and acceptance by a lender in its sole and absolute discretion, notwithstanding your use of this application.**

#### **Disclaimer of Warranties**

**THE INFORMATION AND MATERIALS CONTAINED IN THIS APPLICATION, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS - ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND Certified Wealth Mortgage & Investment DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, OR OTHER MALWARE, IS GIVEN IN CONJUNCTION WITH SUCH INFORMATION AND MATERIALS.**

**YOU ACKNOWLEDGE THAT Certified Wealth Mortgage & Investment DOES NOT WARRANT THAT THIS APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS APPLICATION, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THIS APPLICATION.**

**EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS OF USE OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT Certified Wealth Mortgage & Investment AND ITS LENDER(S) ARE NOT RESPONSIBLE FOR ANY LOSS CAUSED BY ACCESS TO THIS APPLICATION. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, Certified Wealth Mortgage & Investment AND ITS LENDER(S) WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL OR**

**CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF THIS APPLICATION.**

#### *Limitation of Liability*

**IN NO EVENT WILL Certified Wealth Mortgage & Investment OR ITS LENDER(S) BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION: DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS APPLICATION OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, OR ANY INFORMATION PROVIDED IN CONNECTION WITH THIS APPLICATION OR HOW SAID INFORMATION WAS OBTAINED, OR ANY ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINK OR SYSTEM FAILURE, EVEN IF Certified Wealth Mortgage & Investment OR ITS LENDER(S), OR REPRESENTATIVES THEREOF ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.**

#### *Indemnification*

**You agree to defend, indemnify and hold harmless Certified Wealth Mortgage & Investment, its affiliates, lenders, vendors and all directors, officers, employees and agents of Certified Wealth Mortgage & Investment from and against any claim, demand, damages, liabilities, suit, expenses, costs or proceeding, including attorney's fees and court costs, that relates to or is based on your violation of these Terms of Use or misuse or unauthorized use of this application, or any services available from Certified Wealth Mortgage & Investment through this application, or any information provided in connection with this application or how said information was obtained.**

## No Unlawful or Prohibited Use

**As a condition of your use of this application, you agree and warrant to Certified Wealth Mortgage & Investment that you will not use or access this application for any purpose that is unlawful or prohibited by these Terms of Use. If your use or access violates any law or any of these Terms of Use, your permission to use the application automatically terminates.**

## Application Security

**You are prohibited from violating or attempting to violate the security of this application, including, without limitation: (a) accessing data not intended for your viewing or logging into a server or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) attempting to interfere with service to any user, host or network. Violations of security measures may result in civil or criminal liability. Certified Wealth Mortgage & Investment will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.**

## Copyrights and Trademarks

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#### Email & Online Information Requests

**Please note that messages you send Certified Wealth Mortgage & Investment by e-mail may not be secure and Certified Wealth Mortgage & Investment recommends that you do not send any confidential information to Certified Wealth Mortgage & Investment by e-mail. If you choose to send confidential information to Certified Wealth Mortgage & Investment via e-mail, you accept all risk that such information may be intercepted by a third party.**

**By submitting your information to Certified Wealth Mortgage & Investment through this application or by any other method, you are inquiring about loan products and give Certified Wealth Mortgage & Investment permission to contact you via e-mail, telephone, letter, fax or using any other information you provide, regardless of registration with any federal, state or local Do Not Call list, Do Not Mail list, or any other comparable list or registry.**

#### Privacy

**Certified Wealth Mortgage & Investment understands the need to safeguard your information from unauthorized use and disclosure. Please see the Privacy Statement which is available on this application.**

#### General

**Certified Wealth Mortgage & Investment reserves the right to modify these Terms of Use at any time without notice, but the most current version of the Terms of Use will always be available to you on this application. By continuing to use this application, after the date of any change to these Terms of Use, including accessing this application, you agree to be bound by the rules contained in the most recent version of these Terms of Use.**

### Governing Law

**You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the use of this application shall be filed only in the state or federal courts located in Oakland County, Michigan, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.**

### Severability

**You agree that if any provision of these Terms of Use shall be found to be unlawful or void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions of these Terms of Use and shall not affect the validity and enforceability of such other provisions.**

### Contact and Violations

**Please contact us with any questions regarding these Terms of Use. Please report any violations of the Terms of Use to Certified Wealth Mortgage & Investment.**