

Paragon Mortgage Corporation Terms of Use

The operator of this website is Paragon Mortgage Corporation (“**Paragon**” “**us,**” “**our,**” or “**we**”). We have drafted the following terms and conditions to govern your use of www.paragon-mortgage.com (the “**Site**”). By using the Site, you agree to be bound by these Terms of Use (this “**Agreement**”). This is a legally binding contract. If you do not agree to these Terms of Use, please do not use the Site.

If you have any questions regarding the meaning or application of this Agreement, or you would like a PDF copy of this Agreement, please direct your requests to:

Paragon Mortgage Corporation
lswanson@paragon-mortgage.com

1. Who We Are and What We Do.

The Site advertises the services of Paragon Mortgage Corporation, a private FHA, HUD MAP and LEAN approved commercial mortgage lender solely focused on HUD-insured financing for over 35 years. This website is designed to share with potential borrowers the type of loans we process as well as share information on the projects we have secured financing for to include Multi Family, Healthcare both New Construction and Refinanced properties.

2. Access to the Site.

This Agreement grants you a limited, revocable, nonexclusive license to access the Site for your own personal use. You may not sub-license your rights to a third party, and this license does not extend to any collection, aggregation, copying, duplication, display or derivative use of the Site nor any use of data mining or similar data gathering and extraction tools for any purpose unless expressly permitted by us. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

From time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which we may undertake from time to time; or (iii) causes beyond our control or which are not reasonably foreseeable by us.

3. Limited Warranty/Disclaimer of Liability.

This the Site and its contents are provided “as is” without warranties of any kind, whether express or implied, including without limitation any warranty as to the accuracy, availability, completeness, reliability, title, currency or content of any information or material provided by or through this the Site, and the implied warranties of merchantability or fitness for a particular purpose. Your use of the Site is at your sole

risk. You assume full responsibility for all costs associated with your use of the Site, and we shall not be liable for any damages of any kind related to your use of the Site.

IN NO EVENT SHALL OPERATOR, OR ANY DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OR OPERATOR OF THE SITE, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR THE SITE, (V) ANY VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR THE SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

4. Modification of Terms of Use/ Modification of the Site.

We reserve the right to change this Agreement at any time. We will announce any changes by posting a revised draft of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the "Last Updated" information contained herein. If a change is, in our sole discretion, material, we will notify you of the change if you are an active member of the Site. By continuing to use the Site following such changes, you will be deemed to have agreed to such changes. You agree to review this Agreement periodically to be aware of any such changes. Your use of certain services on the Site may be governed by additional rules, which will be available on the Site. By using any service you acknowledge that you have reviewed all rules for the service in question and agree to be bound by them.

We also reserve the right, at any time, to: change or discontinue any content or feature of the Site or any services or products made available through the Site without notice; and/or offer opportunities to some or all users of the Site. You agree that we will not be liable for any modification, suspension or discontinuance of the Site or of any service, content, feature or product offered through us and/or by the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

From time to time, in our sole and absolute discretion, without any notice or liability to you, we may change, move or delete portions or features of the Site, or we may add new areas or features to the Site.

5. Copyrights, Trademarks and other Intellectual Property Rights.

All materials, including images, illustrations, designs, icons, photographs, text, software, graphics, videos, music and sound that are part of the Site are protected by state and federal copyright laws, international treaties and other intellectual property laws. All copyrighted or trademarked materials and other intellectual property used on the Site are owned by us or others who have given us permission to use their protected intellectual property. The Site is protected by copyright law and is owned by us.

The materials on the Site, and the Site as a whole, are intended solely for your personal, noncommercial use. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works of, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the intellectual property on the Site, the Site as a whole, or any related software without our prior written permission or permission from the owner of that intellectual property. Further, you may not frame any of the Site content, deep-link to the Site, trespass or scrape the Site with automated agents without our prior written consent.

6. Repeat Offender Policy.

In the event that YOU repeatedly infringe on the intellectual property rights of others, including other users of the Site and/or Us, we have the right to suspend or otherwise terminate your access to the Site.

7. Third-Party Content.

The Site may contain content supplied by parties other than Operator. Any advertisements, solicitations, opinions, advice, judgments, statements or other information or content expressed or made available by such third parties, are those of the respective author(s) and not ours. We make no guarantees as to the accuracy, completeness or usefulness of any content or service provided, nor its merchantability or fitness for a particular purpose.

We are not responsible for the actions or inactions of any users of the Site, including the actions or inactions of any service professional listed on the Site.

8. General Conduct On the Site.

The Site is intended to be used for lawful purposes only. Without limiting our rights hereunder, we have attempted to provide guidelines to those using the Site:

8.1 You may not:

- (a) engage in any activity through your use of the Site that restricts or inhibits any other user from using or enjoying the Site such as “hacking,” “hijacking,” “cracking,” “spoofing,” or defacing any portion of the Site;
- (b) reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any part of the Site;
- (c) interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks; or
- (d) utilize the Site in any manner that we, in our sole discretion, deem inappropriate under the circumstances.

9. User Comments, Feedback and Other Submissions

By submitting, disclosing, posting, transmitting or uploading any messages or data to the Site, you warrant and represent that you are the owner of those communications or that you have all rights necessary to submit, disclose, post, upload, transmit and otherwise use any such communications for your intended purpose. By posting information or content to the Site, you grant, and you represent and warrant that you have the right to grant, and that you do grant us an irrevocable, perpetual, fully-paid, worldwide non-exclusive license to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

10. Indemnification.

You agree to indemnify, defend and hold us harmless, and defend any action brought against us or them with respect to any claim, demand, cause of action, debt or liability, including but not limited to reasonable costs and attorneys’ fees, arising out of the use of the Site, or the violation of any of the provisions of this Agreement, by you or anyone accessing the Site under your account.

11. Governing Law and Jurisdiction.

This Agreement is entered into in the State of Arizona and is governed by the laws of the State of Arizona and by the federal laws of the United States, without reference to conflict of laws principles. You agree to the exclusive jurisdiction of the state and federal courts in Arizona to adjudicate any dispute arising out of or relating to this Agreement or your use of our the Site. You also expressly consent to the personal jurisdiction of the state and federal courts in Arizona for any such action.

12. General Provisions.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be stricken from this Agreement and the remaining provisions shall be enforced. Our failure to act with respect to any breach of this Agreement by you is not a waiver of our right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or your rights hereunder, and any attempt to do so is void. We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond its control. You must comply with all applicable laws and regulations relating to your access to and use of the Site. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof and supersedes any prior understandings or agreements with respect to such subject matter.

13. Termination / Cancellation.

We may terminate your authorization to use the Site at any time, in our sole discretion. Upon any our discretion to effectuate such termination of your usage of the Site, your right to use the Site will immediately cease. You agree that any termination by us of your access to or use of the Site may be effected without prior notice.

14. Links to Other Websites and Applications.

For your convenience, we may provide links through the Site to other websites or applications that we do not operate, including links to other websites or applications that sell products or services. We do not control such other websites or applications and are not responsible for their content, products or operation. These links do not mean that we endorse, approve or sponsor the linked websites or applications or any information, products or services contained on those other websites or applications. We are not liable for any damage that might result from your use of the information, products or services obtained from those third-party linked other websites or applications. Your use of such other websites or applications is entirely at your own risk.

15. No Agency/ No Third Party Beneficiary

There is no agency, partnership, joint venture, attorney-client, employee-employer or franchiser-franchisee relationship intended or created by this Agreement. Nothing in this Agreement is intended to benefit any third party.

16. Updates to Terms of Use.

These Terms of Use were last updated on July 6, 2020.