

Terms and Conditions

TERMS AND CONDITIONS

LAST UPDATED: December 3, 2022

These Terms and Conditions cover your use of and access to the www.stewartbrownjr.com website and its templates, products, services, applications, tools and features.

By using or accessing our products and services you agree to be bound by these Terms and Conditions. If you are using the www.stewartbrownjr.com website for an organization, you agree to these Terms and Conditions on behalf of that organization, and represent and warrant that you can legally do so. If you do not agree to all of these Terms and Conditions you may not use or access the www.stewartbrownjr.com website.

These Terms and Conditions include important information about your legal rights.

1. Your Responsibilities

- **1(a) Only Use Content You Are Allowed To Use** – You represent that you own all rights to your user content including permission to legally use, share, display, transfer and license your user content via the www.stewartbrownjr.com website. You represent that such use will not infringe or violate the rights of any third party, including but not limited to any copyrights, trademarks, privacy rights, publicity rights, contract rights or any other intellectual property or proprietary rights. Content on the www.stewartbrownjr.com website may be protected by others' intellectual property or other rights, so please do not copy, upload, download or share content unless you have obtained permission from us to do so.
- **1(b) Follow Our Rules** – You are responsible for your conduct and user content. We may review your conduct and user content for compliance with these Terms and Conditions at any time.
- **1(c) Follow The Law** – You represent that your use of the www.stewartbrownjr.com website is not contrary to law, including but not limited to applicable US export controls, regulations and sanctions.
- **1(d) Share Responsibly** – The www.stewartbrownjr.com website lets you share user content with others, including but not limited to social media and the internet. We are not responsible for what you share via the www.stewartbrownjr.com website.

2. Third Party Services, Sites & User Content

- **2(a) Third Party Services** – The www.stewartbrownjr.com website is integrated with various third party services, applications and sites. We may make available to you their content, products or services, such as domain and email services, or marketplaces to connect customers and vendors. These Third Party Services may have their own terms and conditions and your use of them will be governed by those terms and conditions. We do not control Third Party Services and are not liable for any transaction you may enter into with them.
- **2(b) Your security when using Third Party Services is your responsibility** – You also agree that we may at any time and in our sole discretion, and without any notice to you, suspend or disable access to or remove any Third Party Services. We are not liable to you for any such suspension, disabling or removal, including but not limited to any loss of profits, revenue, data, goodwill or other intangible losses you may experience as a result thereof, except where prohibited by law.
- **2(c) Third Party Sites** – The www.stewartbrownjr.com website may contain links to third party sites. When you access third party sites, you do so at your own risk. We do not control and are not liable for those sites.
- **2(d) User Content** – We have not reviewed and can not review all of the User Content made available on the www.stewartbrownjr.com website. The www.stewartbrownjr.com website may contain User Content: (a) that is offensive or objectionable (b) that contains errors (c) that violates intellectual property, privacy, publicity or other rights of third parties (d) that is harmful to your computer or network or (e) the downloading, copying or use of which is subject to additional terms and conditions. By using the www.stewartbrownjr.com website we do not represent or imply that we endorse User Content provided within, or that we believe such User Content to be accurate, useful or non-harmful. We are not a publisher of and we are not liable for any User Content uploaded, posted, published or otherwise made available on the www.stewartbrownjr.com website. You are responsible for taking precautions to protect yourself, and your computer or network, from User Content accessed via the www.stewartbrownjr.com website.

3. Our Intellectual Property

- **3(a) Stewart Brown, Jr. Owns www.stewartbrownjr.com** – The www.stewartbrownjr.com website is protected by copyright, trademark and other US and foreign laws. These Terms and Conditions do not grant you any right, title or interest in the www.stewartbrownjr.com website, our trademarks, logos or other brand features or intellectual property, or others' content within the www.stewartbrownjr.com website. You agree not to change, translate or otherwise create derivative works of

the www.stewartbrownjr.com website.

- **3(b) We Can Use Your Feedback For Free** – We welcome your feedback, ideas or suggestions and you agree that we may use your Feedback without any restriction or obligation to you.
- **3(c) Our Demo Content Is For Private Use Only** – We may provide templates or other products or services featuring demonstration content including but not limited to text, photos, images, graphics, audio, video and other materials. Demo Content is for private use only unless we state otherwise. You agree that you will not distribute, display, perform or publish any Demo Content.
- **3(d) Some Applications are in Beta** – We may release products, services or features that are still being tested or evaluated. Those products or services have been marked as beta and may not be as reliable as our other products or services.
- **3(e) We Use Open Source Software** – Open source software is important to us. Some of the software used on the www.stewartbrownjr.com website may be offered under an open source license that we may make available to you. There may be provisions in the open source license that override some of these Terms and Conditions.

4. Our Rights

- **4(a) Important Things We Can Do** – We reserve these rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you (except where prohibited by law): (a) we may change the www.stewartbrownjr.com website and its functionality (b) we may restrict access to or use of parts or all of the www.stewartbrownjr.com website (c) we may suspend or discontinue parts or all of the www.stewartbrownjr.com website (d) we may terminate, suspend or restrict your access to or use of parts or all of the www.stewartbrownjr.com website (e) we may terminate, suspend or restrict access to your Account and (f) we may change our eligibility criteria to use the www.stewartbrownjr.com website (and if such eligibility criteria changes are prohibited by law where you live, we may revoke your right to use the www.stewartbrownjr.com website in that jurisdiction).
- **4(b) How We Handle Ownership Disputes** – Sometimes, ownership of an Account is disputed. If we can't reasonably determine the rightful owner, we reserve the right to suspend an Account until the disputing parties reach a resolution. We also may request documentation, such as a government-issued photo ID, a credit card invoice or a business license, to help determine the rightful owner.
- **4(c) HTTPS Encryption** – We provide HTTPS encryption for the www.stewartbrownjr.com website through SSL Protocol (Secure Socket Layer).

5. Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law and such notices should be reported to us via the process described in our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing and to terminate Accounts of infringers.

6. Paid Services And Fees

- **6(a) Fees** – You can access certain portions of the www.stewartbrownjr.com website by submitting a fee payment.
- **6(b) Taxes** – All fees are exclusive of applicable federal, state, local or other taxes. You are responsible for all applicable taxes and we will charge taxes in addition to the fees for our products or services when required to do so by law. If you are exempt from taxes you must provide us with a valid tax exemption certificate (we reserve the right to determine whether a certificate is valid). Tax exemption will only apply from and after the date we receive such certificate.
- **6(c) Refunds** – While you may cancel any product or service at any time, you will not be issued a refund except in our sole discretion, or if legally required.
- **6(d) Fee Changes** – We may change our fees at any time. When applicable, we will give you advance notice of these fee changes via the www.stewartbrownjr.com website. New fees will not apply retroactively. If you don't agree with the fee changes, you have the right to reject the change by cancelling the applicable Paid Service before your next payment date.
- **6(e) Chargebacks** – If you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any payable fees to us we may automatically terminate your Account. If you have questions about a payment made to us, we encourage you to contact us before filing a Chargeback. We reserve our right to dispute any Chargeback.
- **6(f) Our Payment Processor** – We use a third party payment processor to bill you through a payment account linked to your Account. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor, in addition to these Terms and Conditions. Our current Payment Processor is PayPal, and your payments are processed by PayPal in accordance with PayPal's Terms of Service and Privacy Policy. We do not control and are not liable for the security or performance of the Payment Processor. You agree to pay us, through the Payment Processor, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms. You agree to make payment using the payment method you provide with your Account. We reserve the right to correct, or to instruct our Payment Processor to correct, any errors or mistakes, even if payment has already been requested or received.
- **6(g) Fees For Third Party Services** – Third Party Services purchased via the www.stewartbrownjr.com website may be subject to different refund policies than those Third Party Services determine and they may be non-refundable. The purchase terms and conditions for such Third Party Services will be displayed during the purchase process, such as through a link. It is your responsibility to verify your ability to purchase, cancel or obtain a refund for a Third Party Service. We do not offer refunds for purchases of Third Party Services.

7. Term And Termination

These Terms and Conditions will remain in effect until terminated by us. If you are unable or unwilling to comply with these Terms and Conditions simply stop using the www.stewartbrownjr.com website. We reserve the right to suspend or terminate

the www.stewartbrownjr.com website at any time at our sole discretion and without notice. For example, we may suspend or terminate your use of the www.stewartbrownjr.com website if you are violating these Terms and Conditions.

8. Warranty Disclaimers

To the fullest extent permitted by law, www.stewartbrownjr.com makes no warranties, either express or implied, about the www.stewartbrownjr.com website. The www.stewartbrownjr.com website is provided "as is." No advice or information, whether oral or written, obtained by you from www.stewartbrownjr.com shall create any warranty. www.stewartbrownjr.com makes no warranty or representation that the Services will: (a) be timely, uninterrupted or error-free (b) meet your requirements or expectations or (c) be free from viruses or other harmful components. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

9. Limitation Of Liability

To the fullest extent permitted by law, in no event will www.stewartbrownjr.com be liable with respect to any claims arising out of or related to the www.stewartbrownjr.com website or this Agreement for: (a) any indirect, special, incidental, exemplary, punitive or consequential damages (b) any loss of profits, revenue, data, goodwill or other intangible losses (c) any damages related to your access to, use of or inability to access or use the www.stewartbrownjr.com website or any portion thereof, including without limitation interruption of use or cessation or modification of any aspect of the www.stewartbrownjr.com website (d) any damages related to loss or corruption of any content or data, including without limitation User Content data (e) any User Content or other conduct or content of any user or third party using the Services, including without limitation defamatory, offensive or unlawful conduct or content or (f) any Third Party Services or third party sites accessed via the www.stewartbrownjr.com website. These limitations apply to any theory of liability, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, whether or not www.stewartbrownjr.com has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

10. Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold harmless www.stewartbrownjr.com from and against all damages, losses and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (a) your breach of this Agreement (b) your User Content, Your Sites and Your eCommerce (c) any claims from your End Users and (d) your violation of any law or regulation or the rights of any third party.

11. Dispute Resolution

- **11(a) Informal Resolution** – Before filing a claim against www.stewartbrownjr.com, you agree to try to resolve the dispute by first emailing stewartbrownjr1@gmail.com with a description of your claim. We will try to resolve the dispute informally by following up via email, phone or postal mail. If we can not resolve the dispute within thirty (30) days of our receipt of your first email, you or www.stewartbrownjr.com may then bring a formal proceeding.
- **11(b) Arbitration Agreement** – You and www.stewartbrownjr.com agree to resolve any claims arising from or relating to the www.stewartbrownjr.com website or this Agreement through final and binding arbitration and you and www.stewartbrownjr.com expressly waive trial by jury, except as set forth below. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited.
- **11(c) Arbitration Opt-Out** – You can decline this agreement to arbitrate by emailing us at stewartbrownjr1@gmail.com within thirty (30) days of the date that you first agree to this Agreement ("Opt-Out Period"). Your email must be sent from the email address you use for your Account, and must include your full name, residential address and a clear statement that you want to opt out of arbitration. If you opt out of arbitration pursuant to this Section 15.3, then Sections 15.2, 15.4, 15.5 and 15.6 of these Terms and Conditions do not apply to you. This opt-out doesn't affect any other sections of these Terms and Conditions. If you have any questions about this process, please contact us at stewartbrownjr1@gmail.com.
- **11(d) Arbitration Time For Filing** – Any arbitration must be commenced by filing a demand for arbitration within one year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.
- **11(e) Exceptions To Arbitration Agreement** – Either you or www.stewartbrownjr.com may assert claims, if they qualify, in small claims court in Riverside County, California or any United States county where you live or work. Either you or www.stewartbrownjr.com may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the www.stewartbrownjr.com website, or intellectual property infringement or misappropriation (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.
- **11(f) Judicial Forum For Disputes / Time For Filing** – If our agreement to arbitrate is found not to apply to you or your claim, or if you opt out of arbitration pursuant to Section 15.3, you and www.stewartbrownjr.com agree that any judicial proceeding (other than small claims actions) must be brought exclusively in the federal or state courts of Riverside County, California and you and www.stewartbrownjr.com consent to venue and personal jurisdiction in those courts. Any claim not subject to arbitration must be commenced within one year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.
- **11(g) NO CLASS ACTIONS** – You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Class actions, class arbitrations, private attorney general actions and consolidation with other arbitrations aren't allowed.

12. Additional Terms

- **12(a) Controlling Law** – These Terms and Conditions and the www.stewartbrownjr.com website shall be governed in all respects by the laws of the State of California.
- **12(b) Waiver, Severability And Assignment** – Our failure to enforce any provision of this Agreement is not a waiver of our right to do so at any later point in time. If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting our intent. You may not assign any of your rights under these Terms and Conditions, and any such attempt will be void. We may assign our rights under this Agreement to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the www.stewartbrownjr.com website.
- **12(c) Modifications** – We may modify these Terms and Conditions at any time. We will always post the most current version on and list the date of the most recent update. We will notify you through the email address you provide of any significant modifications. Modifications will never apply retroactively. By continuing to use or access the www.stewartbrownjr.com website after any modifications come into effect, you agree to be bound by the modified Agreement. If you disagree with our changes then you should stop using the www.stewartbrownjr.com website.
- **12(d) Translation** – This Agreement was originally written in English (USA). We may translate this Agreement into other languages in the future. In the event of a conflict between a translated version and the English version, the English version will dominate.

For further details regarding the legal aspects of the [stewartbrownjr.com](http://www.stewartbrownjr.com) website please read the following:

– Privacy Policy to understand how we are committed to ensuring your privacy while using the [stewartbrownjr.com](http://www.stewartbrownjr.com) website and how we collect, use, disclose, transfer, and store your information.

– Cookies Policy to understand how we use cookies and similar technologies to provide, improve, promote and protect our services.

– Digital Millennium Copyright Act to understand how the DMCA expanded existing copyright laws to address issues created by new technology and how we protect content.

– California Consumer Privacy Act to understand this state statute and how it's intended to enhance privacy rights and consumer protection for residents of California, United States of America.

– Acceptable Use Policy to understand the constraints and practices that all users on our site must agree to for access to our resources.

– Disclosures to understand how the [stewartbrownjr.com](http://www.stewartbrownjr.com) website is for informational purposes only and is not necessarily accurate, complete or relevant for today's mortgage market conditions.

– Licensing to understand NEXA Mortgage, LLC's state licensing, what business names they operate under and NMLS access to their information.

– Accessibility to understand how we are committed to making the [stewartbrownjr.com](http://www.stewartbrownjr.com) website usable by all people, including those with disabilities by meeting or exceeding the requirements of the Web Content Accessibility Guideline 2.1 Level A/AA (WCAG 2/1 A/AA) thus making the site an equal experience for all.

– Do Not Call (DNC) to understand how to be added to the National Do Not Call List and not receive telephone calls from Stewart Brown, Jr.

– SMS Terms to understand how to receive alerts from www.stewartbrownjr.com about mortgage-related promotions and how to stop receiving these text messages.

– Notice to Vendors – Contract Authority to understand how Stewart Brown, Jr. reserves the right to rescind any contracts entered into by anyone other than Stewart Brown, Jr. with regards to the www.stewartbrownjr.com website.

Contact Information

www.stewartbrownjr.com welcomes any questions or comments regarding these Terms and Conditions and you can contact us at any time by postal mail, email, or telephone:

Stewart Brown, Jr.

Mortgage Loan Originator

NMLS #2073694

NEXA Mortgage, LLC

3100 W Ray Rd Ste 201 Office #209

Chandler, AZ 85226

Email Address: sbrownjr@nexamortgage.com

Telephone number: 215-317-6295