



Effective Date: June 21, 2022

Terms of Use – Please Read

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YOUR USE OF OUR APP CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS. PLEASE READ THEM CAREFULLY BEFORE USING THE APP. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, YOU MUST NOT USE OUR APP. IF YOU ARE AN IBO, YOU ARE BOUND BY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN YOUR "MFA" AUTHORIZATION AND CONTRACT AND THE IBO RULES OF CONDUCT.

1. APP USE GENERALLY

1.1. Your User License

You are granted a limited, nonexclusive, nontransferable license to access the App and its content in accordance with these Terms. If you are under 18, you may use our App only with the involvement of a parent or guardian. Our App contains information that is appropriate for access and use in the U.S. We make no representation that any materials contained in the App are appropriate or available for use outside the U.S. and accessing them from territories where their contents are illegal is prohibited. Any references in the App to specific products or services are applicable only to those available in the Applicable Markets, and any product claims and comparisons to other products in the App apply within the Applicable Markets only. Those who use the App from other locations do so according to their own initiative and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the U.S. or the territory in which they reside.

We reserve the right to refuse service in our sole discretion and without notice. You are solely responsible for your use of the App, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, resulting from your use or misuse of the App. Posting or transmitting any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, is strictly prohibited.

1.2. Limitations on Your Use

No material from our App may be copied, reproduced, republished, downloaded, posted, displayed, transmitted, or distributed in any way, without “MFA”'s prior written permission, except that you may download one copy of the materials on any single computer for your personal, noncommercial home use only, provided that (i) you keep intact all copyright and other proprietary notices, and (ii) you make no modifications to the materials. You may not, without our prior written permission, frame or mirror any material contained in the App on any other server. The unauthorized use of any such material on any other website or computer environment is expressly prohibited. All trademarks, service marks, trade names, and trade dress are proprietary to “MFA” or its licensors.

1.3. Privacy and Your Personal Information

Your use of our App is also subject to the terms of our Privacy Statement. You acknowledge that you have read and understand our Privacy Statement, and consent to the use of any personal information you provide in accordance with the terms of, and for the purpose set forth in, our Privacy Statement.

1.4. Identifiers

It is your responsibility to safeguard the password you use to access our App, and to promptly advise “MFA” or your IBO if you ever suspect that your password has been compromised. We strongly encourage you to change your password regularly to prevent unauthorized access. Because your identification number and password are specific to you, you acknowledge sole responsibility for any and all use of our App conducted with your identification number and password.

1.5. Links to Other Websites

Our App may contain links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our App.

1.6. Intellectual Property Rights

1.6.1. Copyright

The App design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the App are protected under applicable copyright laws, ALL RIGHTS RESERVED. The posting of any such elements in the App does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through the App. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, modified, or distributed in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, without “MFA”'s prior written permission.



1.6.2. Trademark

“MFA”, the “MFA” logo, and all product names, company names, and all other trademarks and logos, unless otherwise noted, are trademarks and/or trade dress of “MFA” in the United States, or its affiliates or other companies under common ownership or control or their licensors. The use or misuse of any New Mexico Mortgage Finance Authority or any other materials contained in the App, without the prior written permission of their owner, is expressly prohibited.

1.7 Termination

These Terms are effective until terminated by “MFA”. Your rights under these Terms will terminate automatically if you fail to comply with any of its terms.

2. CONTENT POSTED BY USERS

2.1. Content

2.1.1. All information, data, text, software, music, sound, photographs, graphics, video, messages, products, services, and other materials ("Content") posted to the App by users, including you, is the sole responsibility of the person by whom the Content was posted. This means that you, and not us, are solely responsible for all Content that you upload, post, transmit, or otherwise make available through or the App. You are also solely responsible for all Content posted under your user account. You represent and warrant that (i) you own or otherwise control all of the rights in and to the content that you post; (ii) that the content is accurate; (iii) use of the Content you supply does not violate these Terms; (iv) the Content does not infringe, violate, or interfere with any intellectual property or other rights of any third party and does not violate any applicable law or regulation; and (v) the Content will not cause injury to any person or entity.

2.1.2. Should Content be deemed illegal, we will cooperate with the proper authorities, including but not limited to submitting all necessary information to them.

2.1.3. If we determine, in our sole discretion, that any Content submitted by you is offensive or inappropriate, we may remove it immediately or ask you to retract or modify the Content in question. If you fail to meet our request within the time specified, we may remove the Content. We have no obligation, however, to restrict or monitor Content in any way.

2.1.4. You may see or read things that you do not like or agree with in our App. You understand that by using our App, you may be exposed to Content that is offensive, indecent, or objectionable.

2.1.5. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available through the App.

2.1.6. We do not guarantee the accuracy, integrity, or quality of any Content. You are solely responsible for any use or reliance on the Content, including on its accuracy, completeness, or usefulness.



2.1.7. You acknowledge that we are under no obligation to pre-screen Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available through our App. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates these Terms or any other policy or is otherwise objectionable, in our sole discretion.

2.1.8. Any material, information, or idea you submit to us or the App by any means may be disseminated or used by us without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. We have no obligation to keep any submissions confidential, return any materials that you submit to us, or compensate you for the use of any such materials under any circumstances. You hereby irrevocably waive any claims based on our use of any materials, ideas, or information that you submit to us.

2.1.9. We reserve the right to monitor some, all, or none of the areas of the App for adherence to these Terms. You acknowledge that by providing you with the ability to post information in the App, we are acting as a passive conduit for distribution and we are not undertaking any obligation or liability relating to any postings or activities on the App.

2.2. Content License. We do not claim ownership of the Content you upload, place, or post through the App. You are responsible for protecting your rights in such Content and are not entitled to our help in protecting such Content. By uploading, placing, or posting Content through the App, you grant us a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully sub-licensable license, under all intellectual property and other rights, including, without limitation, privacy and publicity, to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, transmit, exploit, create derivative works from the Content (in whole or in part), and incorporate such Content into other works in any format or medium now known or later developed, for any purpose associated with the App. You grant us and our sub-licensees the right to use the name that you submit in connection with such Content, if we choose. You hereby irrevocably waive any claims based on "moral rights" and similar theories, if any. Please note, however, that certain activities (e.g., contests) that involve the submission of Content by you may have terms applicable to your Content that differ from those above. In the event such terms differ with these terms, such terms will govern and have precedence over these terms with respect to your Content.

3. YOUR CONDUCT

3.1. Your Authorization to Use the App. Your authorization to use the App and contribute to it depends on your compliance with community standards and the conduct guidelines set forth below. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of the App and/or take other appropriate measures to enforce these community standards and conduct guidelines.

3.2. Conduct Guidelines/Community Standards. The following is a non-inclusive list of behaviors that are not permitted in the App. You agree not to:

3.2.1. upload, post, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's



privacy (up to, but not excluding any address, e-mail, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically, or otherwise objectionable;

3.2.2. harm minors in any way;

3.2.3. impersonate any person or entity, including, but not limited to, any of our members, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity;

3.2.4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted, transmitted, or otherwise made available through the App;

3.2.5. upload, post, or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

3.2.6. upload, post, or otherwise transmit any Content or otherwise engage in any activity that infringes, violates, or interferes with any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

3.2.7. upload, post, or otherwise transmit unsolicited commercial e-mail or "spam." This includes unethical marketing, advertising, "chain letters," or any other practice that is in any way connected with "spam," such as (a) sending mass e-mail to recipients who haven't requested e-mail from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;

3.2.8. upload, post, or otherwise transmit any material that contains software viruses, Trojan horses, malware or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device;

3.2.9. interfere with or disrupt the App, servers, or networks connected to the App, or disobey any requirements, procedures, policies, or regulations of networks connected to the App;

3.2.10. intentionally or unintentionally violate any applicable local, state, national, or international law.

3.2.11. "stalk" or otherwise harass another;

3.2.12. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades, and other weapons or incendiary devices;

3.2.13. offer for sale or sell any item, good, or service through our App;



- 3.2.14. use the App as a forwarding service to another website;
- 3.2.15. allow usage by others in such a way as to violate these Terms or any other "MFA" policy;
- 3.2.16. take any steps to interfere with or in any manner compromise any of our security measures;
- 3.2.17. use the App for fraudulent purposes;
- 3.2.18. harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- 3.2.19. sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to your Account, or password, including, without limitation, on or through the use of any third-party website or service;
- 3.2.20. copy the App or any portion thereof (other than as provided under United States copyright laws);
- 3.2.21. remove any proprietary notices from the App;
- 3.2.22. cause, permit, or authorize the modification, creation of derivative works, or translation of the App without our express permission;
- 3.2.23. sell, assign, rent, lease, act as a service bureau, or grant rights in the App including, without limitation, through sublicense, to any other person or entity;
- 3.2.24. attempt to decompile, reverse engineer, disassemble, modify, or hack the App or to defeat or overcome any encryption and/or digital rights management technology implemented by us with respect to data transmitted, processed, or stored by us or the App;
- 3.2.25. use the App in any manner not permitted by this policy, or otherwise exceed the scope of our services that you have signed up for, i.e., by accessing and using the tools that you do not have a right to use.

4. WARRANTY DISCLAIMER & INDEMNIFICATION

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You agree to indemnify and hold “MFA”, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, and employees, harmless from any alleged claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of this App, your connection to the App, your violation of these Terms or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under these Terms, whether you are a registered user or not. You are solely responsible for your actions when using the App, including, but not limited to, costs incurred for Internet access.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE, NOR DO WE ASSUME RESPONSIBILITY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS APP (OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM, THIS APP), OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. SATISFACTION GUARANTEE

“MFA” is a recognized leader in the industry for offering superior value in a high-quality product line. We stand behind the quality of our products and guarantee your satisfaction. If for any reason you try our products and are not completely satisfied, you may return it within 180 days of purchase for an exchange or refund of the product price and applicable tax. (Note: Specific limited guarantees apply to designated products.) This satisfaction guarantee does not apply to IBO purchases for stock or inventory.

7. CONFIDENTIALITY

Your user license includes a revocable right to access and use certain trade secret, confidential, and proprietary business information, which includes, without limitation, Line of Sponsorship (LOS) information, i.e., information compiled by “MFA” that discloses or relates to all or part of the specific arrangement of sponsorship within the Independent Business Ownership Plan, including, without limitation, IBO lists, sponsorship trees, and all IBO contact and business performance information generated therefrom (Proprietary Information), which may be made available to you on App. You acknowledge that “MFA” is the exclusive owner of all Proprietary Information and agree to maintain all Proprietary Information in strictest confidence and to use it only as authorized by “MFA”. You agree not to compile, organize access, create lists of, or otherwise use Proprietary Information except as authorized by “MFA”.

8. GENERAL TERMS

8.1. Errors and Corrections

While we use reasonable efforts to include accurate and current information on our App, we do not warrant or represent that the App will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies



or typographical errors on our App, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/or changes to the App's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us as described in the "Contact Us" section, below, and we'll verify it for you.

8.2. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of New Mexico, USA, without giving effect to conflict of law principles. Any controversy or dispute arising out of your use of our App shall be submitted, and you irrevocably consent, to the personal jurisdiction of any state or federal court located in, or whose district includes, Bernalillo, New Mexico, USA. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed removed and shall not affect the validity and enforceability of any remaining provisions.

8.3. Changes to These Terms

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be made available via the App and are effective immediately. The date of the newest version is posted below. Please check back frequently to see if these Terms have changed. Continued use of the App after any changes to the Terms constitutes your consent to such changes.

8.4. Contact Us

If you have any concerns about the App or these Terms, please send us an e-mail or call us at the below number: We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention. Contact us or call 505-843-6880.

8.5. Notice and Procedure for Making Claims of Intellectual Property Infringement

"MFA" respects the intellectual property rights of others and expects its users to do the same. "MFA" may remove content that in its sole discretion appears to infringe the rights of others.

If you believe that any content posted on "MFA".com or used in the App infringes your intellectual property rights, please notify "MFA"'s Intellectual Property Agent pursuant to the following instructions: Notifications of claimed infringement should be sent to the following Designated Agent for this site: Julie Halbig "MFA", 344 4th Street SW, Albuquerque, NM 87102, Telephone: 505-843-6880, E-mail: jhalbig@housingnm.org. (For matters other than intellectual property rights infringement, call 505-843-6880)

To be effective, the notification must be a written communication to the above Designated Agent that includes the following:

1. A physical or electronic signature of the intellectual property rights owner or one authorized to act upon their behalf;
2. Identification of the right claimed to have been infringed, or, if multiple rights at a single online site are covered by a single notification, a list of the multiple rights that have been infringed at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate and remove the material;



4. Information enabling the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.