Terms of Service

Effective Date: 3/22/2024

Welcome to Elite Mortgage Services. By accessing or using our website, services, or mobile messaging features, you agree to comply with and be bound by the following terms and conditions (the "Terms of Service" or "Agreement"). Please read these terms carefully before using our services.

# 1. Acceptance of Terms

By accessing and using our website and services, you agree to be bound by these Terms of Service, our Privacy Policy, and any additional terms and conditions that may apply to specific sections of the site or to products and services available through the site or from Elite Mortgage Services.

If you do not agree to these terms, you must not use our website or services.

# 2. Changes to Terms

Elite Mortgage Services reserves the right to modify or update these Terms of Service at any time without prior notice. Any changes will be effective immediately upon posting the revised terms on our website. Your continued use of the website or services after such changes constitutes your acceptance of the new terms.

#### 3. Use of Services

Eligibility: You must be at least 18 years old to use our services. By using our website or services, you represent that you are of legal age and have the legal capacity to enter into this Agreement.

User Conduct: You agree to use our website and services only for lawful purposes and in accordance with these Terms of Service. You must not use the site in any way that violates any applicable federal, state, local, or international law or regulation.

Account Registration: Certain services may require you to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are responsible for safeguarding your password and for any activities or actions under your account.

#### 4. Mobile Messaging

Consent: By opting in to receive SMS/MMS messages from us, you consent to receiving messages that may include promotions, alerts, or information about our services. Message frequency will vary based on your interaction with our services.

Opt-Out: You can opt out of receiving SMS/MMS messages at any time by following the instructions provided in each message. Standard message and data rates may apply.

## 5. Intellectual Property

Ownership: All content, features, and functionality (including but not limited to text, graphics, logos, icons, images, and software) on the website are owned by Elite Mortgage Services, its licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Limited License: You are granted a limited, non-exclusive, non-transferable license to access and use the website for personal, non-commercial use only. This license does not include any resale or commercial use of the site or its contents.

### 6. Disclaimers and Limitation of Liability

Disclaimer: The website and services are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

Limitation of Liability: In no event shall [Your Company Name], its directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, arising out of or related to your use of or inability to use the website or services.

# 7. Governing Law

These Terms of Service and any disputes arising out of or related to them shall be governed by and construed in accordance with the laws of Comal county, Texas, USA, without regard to its conflict of law principles.

### 8. Termination

Elite Mortgage Services reserves the right to terminate or suspend your access to the website or services, with or without notice and for any reason, including if we believe that you have violated these Terms of Service.

#### 9. Contact Information

If you have any questions about these Terms of Service, please contact us at:

Elite Mortgage Services

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361-207-4217