

**WEBSITE TERMS OF USE**  
**LAST REVISED ON: June 10, 2024**

THESE TERMS OF USE (THESE “**TERMS**”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR INTERACTIONS WITH FUTURE HOME INVESTMENT ACCOUNTS INC D/B/A STAIRS FINANCIAL AND ITS AFFILIATES AND SUBSIDIARIES (AND THEIR PREDECESSORS IN INTEREST, SUCCESSORS, AND ASSIGNS) (“**COMPANY**”, “**US**”, “**OUR**”, AND “**WE**”) AND [WWW.STAIRSFINANCIAL.COM](http://WWW.STAIRSFINANCIAL.COM) (THE “**SITE**”). BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR ANY ENTITY THAT YOU MAY REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR ANY ENTITY THAT YOU MAY REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

THESE TERMS INCLUDE AN ARBITRATION AGREEMENT (SECTION 8). **PLEASE REVIEW THE ARBITRATION AGREEMENT CAREFULLY.** BY AGREEING TO ARBITRATION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO A SMALL CLAIMS COURT) AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. YOU HAVE THE RIGHT TO REJECT ARBITRATION BY **OPTING OUT**, AS PROVIDED BELOW.

The website located at [www.stairsfinancial.com](http://www.stairsfinancial.com) (the “**Site**”) is a copyrighted work belonging to the Company. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

**1. ACCESS TO THE SITE**

1.1. **License.** Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

1.2. **Ownership.** You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company’s suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

1.3. **Copyright and Intellectual Property Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, you shall not copy, reproduce, distribute, republish, download, display, post or transmit any content found on the Site in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

1.4. **Usage Restrictions.** You agree not to submit, transmit, or post any content through the Site or to Us that (i) is inaccurate, offensive, obscene, indecent, objectionable, threatening, harassing, abusive, or defamatory; (ii) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, disrupt, or limit the operation or functionality of the Site or any of our systems or any server connected to the Site; or (iii) otherwise violates any applicable laws or regulations.

1.5. **Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

1.6. **No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.

2. **INDEMNIFICATION.** You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand due to or arising out of (a) your use of the Site, (b) these Terms or (c) your violation of applicable laws or regulations. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

### 3. **THIRD-PARTY LINKS & ADS; OTHER USERS**

3.1. **Third-Party Links & Ads.** The Site may contain links to third-party websites and services, and/or the Site may direct you or connect you with third-party websites or services including those of our real estate partners, vendors and service providers, and/or display

advertisements for third parties (collectively, “**Third-Party Links & Ads**”). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

3.2. **Other Users.** Your interactions with other Site users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

3.3. **Release.** You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or may arise directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

#### 4. **DISCLAIMERS**

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. We (and our suppliers) make no warranty that the site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. We are not responsible for and expressly disclaim all liability for damages of any kind arising out of use, reference, or reliance on the site. If applicable law requires any warranties with respect to the site, all such warranties are limited in duration to ninety (90) days from the date of first use.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above exclusion may not apply to you.

## **5. LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement (for any cause whatsoever and regardless of the form of the action), will at all times be limited to a maximum of fifty us dollars (U.S. \$50). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement.

Some jurisdictions do not allow the limitation of liability for incidental or consequential damages, so the above limitation may not apply to you.

## **6. TERM AND TERMINATION.**

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. Termination or suspension pursuant to this section will not affect our ability to pursue any other rights or remedies under these Terms or applicable law. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.6 and Sections 3 through 9.

## **7. ARBITRATION AGREEMENT**

**PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU WAIVE YOUR RIGHTS TO TRY CLAIMS IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR**

**PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. YOU HAVE THE RIGHT TO REJECT THIS PROVISION BY OPTING OUT, AS PROVIDED BELOW.**

(a) *Applicability of Arbitration Agreement.* Except as otherwise provided in this Arbitration Agreement, all claims, disputes, or controversies whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief arising out of or related to the Terms or the use of any product or service provided by the Company (“Claims”) (including Claims arising prior to or after the date of the Terms) shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Except as provided in the Claims Not Covered by Arbitration section below, Claims also includes disputes, claims or controversies related to the interpretation, scope, applicability, or enforceability of the Terms or the Arbitration Agreement. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, assigns, and third-party co-defendant, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) identifying the party or parties seeking arbitration, describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: Stairs Financial, 169 Madison Avenue, #2238, New York, NY 10016. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) *Arbitration Rules.* Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration administration services. If the AAA cannot act as the arbitration administrator for any reason, you and we may agree to a comparable arbitration administrator. If you and we cannot agree, then a court of competent jurisdiction shall appoint an arbitration administrator. Either you or we may start an arbitration by giving written notice to the other party. This notice may be given before or after a lawsuit has been filed concerning the Claim and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. The party bringing a Claim is responsible for initiating the arbitration with the arbitration administrator pursuant to its rules. The rules of the ADR Provider shall govern except to the extent such rules are in conflict with this Arbitration Agreement. The AAA Consumer Arbitration Rules (“**Arbitration Rules**”) governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator who shall be a retired judge or a lawyer with at least ten years’ experience, selected in accordance with the arbitration administrator’s rules unless you and we agree otherwise in writing. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration,

at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise or the arbitrator orders otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00.

(d) *Arbitration Costs.* Each party shall bear its own costs (including attorney's fees, expert's fees, and witnesses' fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider. However, we will pay the costs and fees of the ADR Provider if (1) you reasonably claim to be unable to afford it; and (2) you seek but cannot obtain a waiver of that fee from the arbitration administrator. In any event, we will also pay any fees deemed necessary by an arbitrator to make this Arbitration Agreement enforceable.

(e) *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(f) *Time Limits.* If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim. In calculating the applicable statute of limitations, the parties agree that the limitations period will be tolled for thirty (30) days after the claimant provides notice as required by paragraph (b) of this Arbitration Agreement.

(g) *Authority of Arbitrator.* The arbitrator will decide the dispute in accordance with the Terms and applicable substantive law, including the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. Except as provided in the "Waiver of Class or Consolidated Actions" and "Public Injunctive Relief Requests" sections below, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. The award of the arbitrator is final and binding upon you and the Company. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having appropriate jurisdiction. The substantive law of the FAA shall govern any petition or motion to confirm or vacate the arbitrator's award.

*(h) Waiver of Jury Trial.* You and we agree that, by entering into this Arbitration Agreement, the parties are each waiving the right to a trial by jury or a trial before a judge in court (except for matters that may be taken to a small claims court). You and we acknowledge that arbitration will limit our legal rights, including the right to participate in a class action, the right to a jury trial, the right to conduct full discovery, and the right to appeal.

*(i) Waiver of Class or Consolidated Actions.* YOU AND WE AGREE THAT EACH PARTY TO THIS ARBITRATION AGREEMENT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding. This paragraph does not apply to requests for public injunctive relief, which are addressed in the paragraph below entitled “Public Injunctive Relief Requests.” If, for any reason, this class action waiver is unconscionable or unenforceable, then our agreement to arbitrate will not apply and the Claim must be brought exclusively in court. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of this class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

*(j) Public Injunctive Relief Requests.* If you or we seek public injunctive relief as a remedy for any Claim against one another (a “Public Injunctive Relief Request,”) you and we agree that Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration. You and we agree to jointly request that the court stay the Public Injunctive Relief request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy. The validity, enforceability, and effect of this section shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

*(k) Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

*(l) Severability.* Except as provided otherwise in this Arbitration Agreement, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect. For avoidance of doubt, if the “*Waiver of Class or Consolidated Actions*” section is deemed invalid or unenforceable in whole or in part, then this entire Arbitration Agreement shall be deemed invalid and unenforceable.

(m) *No Waiver.* Neither you nor we waive the right to elect to arbitrate a claim by filing an action in court, or by pursuing provisional, ancillary, or self-help remedies.

(n) *Right to Reject.* You may reject the Arbitration Agreement, in which case neither us nor you will have the right to elect arbitration. Rejection of this Arbitration Agreement will not affect the remaining parts of these Terms. To reject this Arbitration Agreement, you must send us written notice of your rejection within 60 days after the date after you agreed to these Terms. You must include your name, address, and account number. The notice of rejection must be mailed to Stairs Financial, 169 Madison Avenue, #2238, New York, NY 10016. This is the only way that you can reject this Arbitration Agreement.

(o) *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with Company.

(p) *Emergency Equitable Relief.* Notwithstanding anything in this Arbitration Agreement, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(q) *Claims Not Subject to Arbitration.* Claims filed by you or by us in a small claims court are not subject to arbitration, so long as the dispute remains in such court and advances only an individual claim for relief. The “Class and Representative Action Waiver” and “Public Injunctive Relief Waiver” sections below set forth additional claims not subject to arbitration. claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party’s patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(r) *Governing Law.* You and we agree that you and we are participating in transactions that involve interstate commerce and that this Arbitration Agreement and any resulting arbitration are governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”).

(s) *Amendments to Arbitration Agreement.* Notwithstanding anything to the contrary in these Terms, the following shall apply to amendment of this Arbitration Agreement. You and we agree that we have the right to amend this Arbitration Agreement, and that if we make any amendment to this Arbitration Agreement (other than an amendment to any notice address or website link provided herein), that amendment shall be effective upon our provision of notice to you. Any change shall not apply to any Claim against us that accrued prior to the effective date of the change. Instead, the change shall apply to all other Claims governed by this Arbitration Agreement that have arisen or may arise between you and us. If you do not agree to the amended terms, you may reject the amended Arbitration Agreement and you will not be bound by it. To reject the amended terms, you must send us written notice of your rejection within 60 days after the date we provided notice of the amendment. You must include your name, address, and account number. The notice of rejection must be mailed to Stairs Financial, 169 Madison Avenue, #2238, New York, NY 10016. This is the only way you can reject amendments to this Arbitration Agreement.



## 8. GENERAL

8.1. **Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we will notify you as required by law. Any notification we may provide you will be by sending an e-mail to the last e-mail address you have provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

8.2. **Export.** The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

8.3. **Complaints.** If you have any complaints about the Company or Site, you may contact the Company using the contact information in Section 8.9. If you are a California resident, you may also report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

8.4. **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you consent to receive communications from Company in an electronic form.

8.5. **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation.” If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted

assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign its obligations under these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

8.6. **Governing Law and Venue.** By accessing or using the Site, you have directed your system to a computer located in the State of New York. You agree that to the degree not preempted by federal law, including the Federal Arbitration Act, the laws of the State of New York will govern these Terms without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction. If you enter into a contract for a downpayment assistance product through this Site, the terms of that contract may be governed by the laws of a different state, pursuant to the terms of that contract. The parties further agree that in the event of any litigation arising under these Terms, the parties hereby agree to submit to the personal jurisdiction of the courts located within Kings County, New York.

8.7. **Copyright/Trademark Information.** Copyright © 2021 Future Home Investment Accounts Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

8.8. **Copyright Complaints.** If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to [hi@stairsfinancial.com](mailto:hi@stairsfinancial.com). To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) 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 us to locate the material;
- (d) Information reasonably sufficient to permit us 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;
- (e) 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 copyright owner, its agent or the law; and

(f) 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 an exclusive right that is allegedly infringed.

8.9. **Contact Information:** In the event that you have questions or would like to contact us regarding these Terms, please contact us via mail or email at:

Address:  
Stairs Financial  
169 Madison Avenue, #2238  
New York, NY 10016

[Email: legal@stairsfinancial.com](mailto:legal@stairsfinancial.com)