INTRODUCTION
Company Mortgage Inc. (Company) and its employees are committed to complying with all federal and state requirements in relation to Regulation N (Mortgage Acts and Practices), fair lending, Equal Credit Opportunity Act (Regulation B) and all others in the area of marketing and advertising. No advertisement by Company shall be misleading, inaccurate, or otherwise misrepresent the Corporation’s products or services, including any terms and conditions. In accordance with policy, all advertisements shall contain any required disclosures, and all disclosures shall be made clear, conspicuous, legible, and reasonably understandable.

APPLICABILITY
This policy applies to all Company management, staff and third party vendors and includes all marketing and advertising. This policy governs all advertisements, regardless of the media in which such advertisement shall appear, including but not limited to, newspaper, magazines, flyers, letters of introduction, special product offerings, joint marketing with non-affiliate partners, Internet (including all types of social media), television, radio, banners, and billboards.

OBJECTIVES
This policy is intended to set out the minimum requirements of adherence to the Marketing and Advertising policy as required by pertinent regulations.

OVERSIGHT
Management will be responsible for the approval and general control of this policy. This policy must be approved by Management at a duly constituted meeting and placed in the minutes of said meeting. Policy should be reviewed and approved on at least an annual basis. The Risk/Compliance Department is responsible for the implementation of this policy.

APPROVAL PROCESS
Employees may request approval of marketing and advertising material by submitting a copy of the item (if applicable) or the appropriate ad copy to the Risk Management/Compliance Department (Risk) along with any pertinent information regarding use, medium to be used, etc. The requesting employee is responsible for making sure all material is provided and final approval is received prior to production and should provide Risk with enough lead time to properly review the request.

REGULATORY REQUIREMENTS/RESTRICTIONS
Marketing and advertising efforts will be reviewed to ensure that target markets are not selected using a prohibited basis: race, color, religion, national origin, sex, marital status, age, handicap, familial status, receipt of public assistance income, or because an applicant has in good faith exercised any rights under the Consumer Credit Protection Act. All advertising items (as required) will utilize the Equal Housing Lender statement and/or logo. All marketing/advertising products must have the appropriate loan officer and/or Company NMLS number and/or state registry number as required by applicable federal and state regulation.

Sample Policy ~ not intended to be legal advice or to be certified as regulatory compliant.
FORMS OF MARKETING AND ADVERTISING
The following are forms of marketing and advertising mediums:
- Television and radio commercials
- Billboards, signs and banners
- Ads in magazines, newspapers, phonebooks, and directories
- Direct mail marketing and form letters
- Flyers, handouts and pamphlets
- Clothing items, hats, buttons, pens
- Information on the Company website
- Sponsoring fund raisers in exchange for free advertising
- Any other form of commercial communication as defined below.

TRIGGERING TERMS
All advertising submitted for approval will be reviewed to insure that any triggering term (based on 12 CFR §1026.24) used also includes all applicable subsequent disclosures.

RECORD RETENTION
Risk will retain copies of all promotional materials and/or ads utilized in the promotion of Company based on federal and/or state regulatory requirements. Records will be retained based on requirements set forth in applicable regulations, but for not less than a period of twenty-four (24) months from the last date the person made or disseminated the applicable commercial communication regarding any term of any mortgage credit product.

TRAINING AND RECORDKEEPING
All Applicable Company personnel shall be trained on the policy and applicable procedures. This training will be supplemented by any changes, or additions to the regulation or company policy.

Training may consist of a combination of classroom instruction, computer based instruction and/or memorandum. All training and staff development records will be logged and maintained through an appropriate process which will allow for retrieval for audits and performance reviews.

Mortgage Acts and Practices (MAP)

INTRODUCTION
Regulation N, also known as Mortgage Acts and Practices (MAP), is issued by the Bureau of Consumer Financial Protection (CFPB) and applies to persons over which the Federal Trade Commission has jurisdiction under the Federal Trade Commission Act.

DEFINITIONS
Commercial communication means any written or oral statement, illustration, or depiction, whether in English or any other language, that is designed to effect a sale or create interest in purchasing goods or services, whether it appears on or in a label, package, package insert, radio, television, cable television, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book insert, free standing insert, letter, catalogue, poster, chart, billboard, public transit card, point of purchase display, film, slide, audio program transmitted over a telephone system, telemarketing script, on-hold script, up sell script, training materials provided to telemarketing firms, program-length commercial (“infomercial”), the internet, cellular network, or any other medium. Promotional materials and items and Web pages are included in the term commercial communication.

Consumer means a natural person to whom a mortgage credit product is offered or extended.

Credit means the right to defer payment of debt or to incur debt and defer its payment.
Dwelling means a residential structure that contains one to four units, whether or not that structure is attached to real property. The term includes any of the following if used as a residence: an individual condominium unit, cooperative unit, mobile home, manufactured home, or trailer.

Mortgage credit product means any form of credit that is secured by real property or a dwelling and that is offered or extended to a consumer primarily for personal, family, or household purposes.

Person means any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.

Term means any of the fees, costs, obligations, or characteristics of or associated with the product. It also includes any of the conditions on or related to the availability of the product.

PROHIBITED REPRESENTATIONS

(a) The interest charged for the mortgage credit product, including but not limited to misrepresentations concerning:

   (1) The amount of interest that the consumer owes each month that is included in the consumer's payments, loan amount, or total amount due, or

   (2) Whether the difference between the interest owed and the interest paid is added to the total amount due from the consumer;

(b) The annual percentage rate, simple annual rate, periodic rate, or any other rate;

(c) The existence, nature, or amount of fees or costs to the consumer associated with the mortgage credit product, including but not limited to misrepresentations that no fees are charged;

(d) The existence, cost, payment terms, or other terms associated with any additional product or feature that is or may be sold in conjunction with the mortgage credit product, including but not limited to credit insurance or credit disability insurance;

(e) The terms, amounts, payments, or other requirements relating to taxes or insurance associated with the mortgage credit product, including but not limited to misrepresentations about:

   (1) Whether separate payment of taxes or insurance is required; or

   (2) The extent to which payment for taxes or insurance is included in the loan payments, loan amount, or total amount due from the consumer;

(f) Any prepayment penalty associated with the mortgage credit product, including but not limited to misrepresentations concerning the existence, nature, amount, or terms of such penalty;

(g) The variability of interest, payments, or other terms of the mortgage credit product, including but not limited to misrepresentations using the word “fixed”;

(h) Any comparison between:

   (1) Any rate or payment that will be available for a period less than the full length of the mortgage credit product; and
(2) Any actual or hypothetical rate or payment;

(i) The type of mortgage credit product, including but not limited to misrepresentations that the product is or involves a fully amortizing mortgage;

(j) The amount of the obligation, or the existence, nature, or amount of cash or credit available to the consumer in connection with the mortgage credit product, including but not limited to misrepresentations that the consumer will receive a certain amount of cash or credit as part of a mortgage credit transaction;

(k) The existence, number, amount, or timing of any minimum or required payments, including but not limited to misrepresentations about any payments or that no payments are required in a reverse mortgage or other mortgage credit product;

(l) The potential for default under the mortgage credit product, including but not limited to misrepresentations concerning the circumstances under which the consumer could default for nonpayment of taxes, insurance, or maintenance, or for failure to meet other obligations;

(m) The effectiveness of the mortgage credit product in helping the consumer resolve difficulties in paying debts, including but not limited to misrepresentations that any mortgage credit product can reduce, eliminate, or restructure debt or result in a waiver or forgiveness, in whole or in part, of the consumer's existing obligation with any person;

(n) The association of the mortgage credit product or any provider of such product with any other person or program, including but not limited to misrepresentations that:

(1) The provider is, or is affiliated with, any governmental entity or other organization; or

(2) The product is or relates to a government benefit, or is endorsed, sponsored by, or affiliated with any government or other program, including but not limited to through the use of formats, symbols, or logos that resemble those of such entity, organization, or program;

(o) The source of any commercial communication, including but not limited to misrepresentations that a commercial communication is made by or on behalf of the consumer's current mortgage lender or servicer;

(p) The right of the consumer to reside in the dwelling that is the subject of the mortgage credit product, or the duration of such right, including but not limited to misrepresentations concerning how long or under what conditions a consumer with a reverse mortgage can stay in the dwelling;

(q) The consumer's ability or likelihood to obtain any mortgage credit product or term, including but not limited to misrepresentations concerning whether the consumer has been preapproved or guaranteed for any such product or term;

(r) The consumer's ability or likelihood to obtain a refinancing or modification of any mortgage credit product or term, including but not limited to misrepresentations concerning whether the consumer has been preapproved or guaranteed for any such refinancing or modification; and

(s) The availability, nature, or substance of counseling services or any other expert advice offered to the consumer regarding any mortgage credit product or term, including but not limited to the qualifications of those offering the services or advice.
WAIVER
It is a violation for any person to obtain, or attempt to obtain, a waiver from any consumer of any protection provided by or any right of the consumer covered under this policy (refer to Chapter X §1014.4).

STATE ACTIONS
Any attorney general or other officer of a state authorized by the state may bring an action in relation to violations of this act.

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