

## Pave Credit Terms of Use Policy

Last updated: August 3, 2021

### 1. Acceptance

This website, [www.PaveCredit.com](http://www.PaveCredit.com) (the "Site," including all subdomains), is a copyrighted work belonging to Salt Point Finance dba Pave Credit ("Pave Credit," "we," "us," and "our"). These terms of service (the "Terms") govern each user's access to and use of the services such as but not limited to online borrower accounts, loan applications, blog, and financial education materials available on this Site (the "Services"). We manage the collection, use, and security of information of each user of the Site ("you" and "your" ) according to our Privacy Policy, incorporated herein by reference.

PLEASE READ THESE TERMS CAREFULLY. These terms constitute a binding legal agreement between you and Pave Credit. By using this Site and the related Services, you unconditionally agree to be bound by these terms, including all disclaimers and limitations of liability herein, and our privacy policy. Do not access or use this Site or the Services if you do not agree to any part of these terms.

THESE TERMS LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE AND REQUIRE THAT ALL DISPUTES BE RESOLVED EITHER THROUGH VOLUNTARY INFORMAL DISPUTE RESOLUTION PROCEDURES OR INDIVIDUAL BINDING ARBITRATION. THIS MEANS THAT YOU AGREE TO RESOLVE DISPUTES INDIVIDUALLY ACCORDING TO THE PROVISIONS BELOW RATHER THAN IN A COURT OF LAW OR THROUGH A CLASS ACTION LAWSUIT.

This Site is intended for use by persons within the United States. Use by persons located outside of the United States, including U.S. territories, is prohibited.

### 2. Changes to the Terms

We may modify or update these Terms from time to time at our sole discretion. All updates will be effective from the time and date that they are posted. We recommend checking this page regularly for any updates. We may also send you notice of updates to these Terms, by email, posting on the Site, or other reasonable means unless prohibited by applicable law. Your continued use of the Site and Services signifies your acceptance of the any modified Terms.

### 3. Propriety Rights; Limited License to Use Website

We own all intellectual property rights in the Site and its contents. These rights include, but are not limited to, ownership of all text, graphics, images, logos, copyrighted material, trademarks, patents, software, and other features displayed on the Site or Services, including the compilation of any of the foregoing items. Except for the limited rights granted by these Terms, neither these Terms nor your use or access to the Site give you or any third party any intellectual property rights. We reserve all rights not explicitly granted by these Terms. These Terms do not grant any implied licenses. All copyrights, trademarks, and other intellectual property notices on the Site or Services must be retained on all copies thereof. You may not publish, reverse engineer, modify, distribute, transmit, sell, create derivative or plagiaristic works of, or use or exploit for any commercial reason, whether in whole or in part, any of the content on the Site or Services without our express prior

written consent or the consent of any third-party owners of the content. Site content is not for resale under any circumstances.

You are granted a personal, non-transferable, non-exclusive, royalty-free, limited license to use and access the Site content solely for your personal use. This license is revocable by us at any time without notice and with or without cause.

#### 4. Your Use of the Site

You are solely responsible for your use of this Site. You agree not to use this Site for any illegal or unauthorized purposes.

In addition to other prohibited uses of the Site or its content, the following uses of the Site are prohibited unless we have given you express written permission for such use:

- a. Using the Site in a manner that damages, disables, alters, overburdens or impairs the Site, including using the Site in order to copy, store, upload, publish, use, transmit, host, or distribute anything consisting of or linked to any computer virus, spyware, rootkit, worm, keystroke logger, or other malicious computer software;
- b. Conducting any systematic or automated data collection on or related to the Site or its users without their consent, including, without limitation, data mining, data extraction, scraping, data harvesting, "framing," or article "spinning";
- c. Using the Site to collect, harvest, or compile information or data regarding other users of the Site without their consent;
- d. Using software or automated agents or scripts to generate automated searches, requests, or queries on the Site, provided, however, that operators of public search engines have our revocable permission to copy materials from the Site for the sole purpose of and only to the extent necessary for creating public search indices, but not caches or archives of such materials, according to the parameters in our robots.txt file;
- e. Transmitting or sending unsolicited communications, commercial or otherwise, or conducting any marketing activities, including using the Site to send spam, pyramid schemes, or chain letters;
- f. Editing, modifying, making derivative works of, reverse engineering, or reverse compiling any information, content, systems, or Services on the Site;
- g. Gaining or attempting to gain unauthorized access by any means to any part of the Site or to computers or networks connected to the Site; and
- i. Harassing, stalking, harming, or otherwise interfering with or negatively affecting another user's normal use and enjoyment of the Site.

#### 5. Minors

We do not knowingly collect personal information or data from visitors under 18 years of age. You may not use this site if you are under the age of 18.

## 6. User Accounts

Upon applying for a loan, you will be prompted to create an account with us. Accounts are intended for applicants and borrowers only. You represent that all information you submit when creating an account is true and accurate, and you promise to update and maintain the accuracy of this information at all times. You are the sole authorized user of your account. You are responsible for keeping your password and account access information confidential. Therefore, you should take measures to restrict access to your account and to any devices from which you access your account. You are responsible for all activities that occur through your account, and you acknowledge that Pave Credit is not responsible for unauthorized access to your account that results from theft or misappropriation of your account or password. You are prohibited from assigning or otherwise transferring your account and password to others. You must notify us immediately if you know of or suspect that an unauthorized use or other breach of security of your account or the Site has occurred.

We may not be held liable for any loss or damage that may arise from your failure to maintain the security of your account. You may delete your account at any time and for any reason by following the instructions on the Site. We retain the right to suspend or terminate your account at any time and for any reason.

## 7. Privacy

At all times your information will be treated in accordance with our Privacy Policy, which is incorporated by reference into these Terms of Use and can be viewed at <https://www.https.Pavecredit.com/privacy-policy/>. You agree to the use of your data in accordance with the Privacy Policy.

## 8. Our Rights; Termination

We reserve the right to review and investigate your use of the Site and to take any appropriate action against you should you violate these Terms or otherwise create liability, loss, or damage for us, our Site visitors, or a third party. Such action may include, but is not limited to, restricting, suspending or terminating your use of the Site, including your account privileges; initiating proceedings to recover any losses; and reporting you to law enforcement authorities.

In addition, we may suspend or terminate your access to the Site at any time and for any reason or no reason at all, with or without notice, in our sole discretion.

All rights and responsibilities of the parties under these Terms will survive the termination of Services or the Site, including, without limitation, intellectual property ownership, warranties, disclaimers, and limitations of liability. Any suspension or termination of your Site account, Services or the Site will have no effect on your rights or obligations under any other contract that you may have with us.

## 9. Third-Party Resources

The Site may contain links and advertisements to third-party websites and services (collectively, "Third-Party Resources"). The Terms does not apply to third-party websites. You agree and acknowledge that Third-Party Resources are not under our control and we are not responsible for the content, products, or services they provide. We do not monitor, endorse, warrant, or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use.

## 10. Modification of Site

We reserve the right to modify, add to, suspend, or terminate all or part of the Site or Services at any time with or without providing prior notice to you. This includes the right to create limits on your use of Services and data storage. Unless we indicate otherwise, any future modifications to the Site are subject to these Terms.

#### 11. Support or Maintenance

Although we may choose to provide customer support or website maintenance, you acknowledge and agree that we are under no obligation to do so.

#### 12. Copyright Policy

Please send any notice of alleged copyright infringement to our designated copyright agent at the following address:

Salt Point Finance dba Pave Credit  
Attn: Copyright Agent  
P.O. Box 6483  
Santa Rosa, CA 95406

Note that pursuant to 17 U.S.C. 512(f), any material misrepresentation in a written notification that content is infringing or that allegedly infringing content was removed by mistake or misidentification automatically subjects the complaining party to liability for damages, including costs and attorney's fees incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by us, if injured by such misrepresentation.

#### 13. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAVE CREDIT, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONTRACTORS, SUPPLIERS AND LICENSORS ("PAVE CREDIT PARTNERS") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. THE SITE IS PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. PAVE CREDIT PARTNERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. PAVE CREDIT PARTNERS MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICES WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, USEFUL, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SAFE.

YOUR USE OF THIS SITE AND THE SERVICES IS AT YOUR SOLE RISK AND PAVE CREDIT PARTNERS ASSUME NO RESPONSIBILITY FOR HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, THE DELETION OF OR FAILURE TO RETAIN INFORMATION YOU TRANSMIT OR STORE ON THE SITE, OR THE DELETION OF PERSONALIZATION SETTINGS THAT MAY RESULT FROM YOUR ACCESS TO OR USE OF THE SITE AND SERVICES. YOU HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT MAY CAUSE DAMAGE TO YOUR COMPUTER OR INTERNET ACCESS.

THIS SITE AND ITS CONTENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NOTHING ON THIS SITE CONSTITUTES, IS MEANT TO CONSTITUTE, OR MAY BE USED AS ADVICE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL OR FINANCIAL (INCLUDING TRADING OR INVESTMENT PURPOSES). WE

ENCOURAGE YOU TO CONSULT THE APPROPRIATE PROFESSIONAL SHOULD YOU REQUIRE LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE.

#### 14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAVE CREDIT PARTNERS MAY NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER RESULTING FROM (i) ERRORS, MISTAKES OR INACCURACY OF SITE CONTENT OR SERVICES, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM, YOUR ACCESS TO OR USE OF THE SERVICES; (iii) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (iv) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES; (v) ANY CONDUCT OR CONTENT BY ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF THIRD PARTIES; OR (vi) UNAUTHORIZED ACCESS, OR USE, OF SECURE SERVERS OR ANY AND ALL INFORMATION STORED THEREIN INCLUDING PERSONAL INFORMATION. THESE LIMITATIONS APPLY EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF THE POTENTIAL LOSS OR LIABILITY.

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STATUTE, OR OTHERWISE.

#### 15. Indemnity

You agree to indemnify, defend, and hold harmless Pave Credit Partners from and against any loss, liability, claim, demand, damage, cost and expense, including, but not limited to, court costs and attorneys' fees, from any claim or disputes by a third party arising out of or relating to your use of the Site or Services, violation of these Terms, violation of applicable law or violation of the rights of any third party. We reserve the right, at your expense, to assume exclusive control over the defense of any claim or dispute for which you must indemnify us. You agree to cooperate fully with us in defending such claims or disputes, and you agree not to settle any such claims or disputes without our prior written consent. We will make a reasonable effort to provide you with notice of any such claim or dispute once we receive notice.

#### 16. Governing Law; Dispute Resolution; Limited Waiver of Sovereign Immunity

##### a. Law and Jurisdiction

Your use of this site and these Terms shall be governed by, and will be construed under, the laws of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria ("Tribe") and federal law without regard to the laws of any state, including the conflict of laws rules of any state. You agree to be bound by Tribal and federal law, and in the event you have a dispute or grievance regarding any matter that is the subject of these Terms, Tribal law and federal law shall exclusively apply to such dispute. Any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

##### b. Voluntary Informal Dispute Resolution Procedures

As an accommodation to consumers, the Tribe has established the following Voluntary Informal Dispute Resolution Procedures to enable you to raise a dispute arising from or related to your use of this site or these Terms and have it heard and resolved in a prompt and fair manner.

If You have a dispute concerning your use of this site or these Terms, you may contact a customer service

representative by telephone at 855-801-7283 or in writing via e-mail to [support@pavecredit.com](mailto:support@pavecredit.com). We will make our best effort to resolve your dispute within seven (7) days. If you are dissatisfied with our response, you may submit a written request for review to the Board of Directors of Kashia Services by mail to PO Box 6483, Santa Rosa, CA 95406 or e-mail to [cs@kashiaservices.com](mailto:cs@kashiaservices.com). To ensure a timely response, the Board should receive Your written request for review within fifteen (15) business days, but not later than sixty (60) days, after you receive a response to your initial Dispute from Customer Service. The Board will make its best effort to respond to your Dispute within ten (10) business days thereafter.

#### c. Arbitration

Any dispute arising from or relating to your use of this site or these Terms that is not resolved through the Voluntary Informal Dispute Resolution Procedures described above shall be resolved through binding arbitration. While we encourage resolution of disputes through the Voluntary Informal Dispute Resolution Procedures, you may, at any time, choose to have your Dispute resolved by binding arbitration under the Consumer Arbitration Rules ("the Consumer Rules") of the American Arbitration Association ("AAA") (1-800-778-7879; [www.adr.org](http://www.adr.org)) or the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services (JAMS (1-800-352-5267; <http://www.jamsadr.com>)).

The arbitration will be governed by the chosen arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict Tribal law, federal law or these Terms, and the arbitrator shall apply Tribal law and federal law. The arbitration proceeding shall take place in a location of your choosing and may be attended remotely by telephone or videoconference. Regardless of the outcome of the arbitration, we will be solely responsible to pay the arbitrator's fees.

You and we agree that the arbitrator appointed will have a minimum of five years of active practice or other relevant professional experience in American Indian Law unless the chosen arbitration organization is unable to provide any arbitrators with such experience.

The words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Tribal Dispute Resolution Provision, ("this Provision"), the validity and scope of this Provision and any claim or attempt to set aside this Provision; (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to your use of this site or these Terms; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe Us; (g) all claims asserted by you individually against the Tribe, Kashia Services, us and/or any of our employees, agents, directors, officers, governors, managers, members, parent company or affiliated entities (collectively, "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by You as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties ("Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

All Disputes shall be resolved by the procedures described above only on an individual basis.

#### d. Sovereign Immunity; Limited Waiver

Salt Point Finance dba Pave Credit is a wholly owned subsidiary of Kashia Services, a wholly owned economic arm and instrumentality of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria, a federally recognized Indian tribe that, along with its governmental departments,

agencies and businesses, possesses sovereign immunity from unconsented suit. Because we, Kashia Services and the Tribe are protected by sovereign immunity, you are limited as to what claims, if any, you may be able to assert against us, Kashia Services, the Tribe, and any of our officers, directors, employees, or agents acting in their official capacity. In particular, no legal action may be brought in any court against us, Kashia Services, the Tribe, or any of our officers, directors, employees, or agents acting in their official capacity without express written consent. However, to encourage the resolution of consumer complaints, the Tribe has approved the Voluntary Informal Dispute Resolution Procedures and Mandatory Arbitration provision described above.

To facilitate the resolution of disputes are provided above, Salt Point Finance dba Pave Credit hereby waives its sovereign immunity for the limited purpose of enabling Mandatory Arbitration. This limited sovereign immunity waiver applies only to an arbitration initiated by you, and no other person or entity, against Salt Point Finance dba Pave Credit and no other person or entity, to resolve a dispute arising from or related to your use of this site or these Terms.

## 17. General Terms

### a. Entire Agreement

These Terms and our Privacy Policy represent the entire and exclusive agreement between you and Pave Credit regarding your use of the Site and Services, superseding and replacing all previous agreements. You may also be subject to additional terms and conditions or separate agreements regarding specific Services we provide, partner or affiliate services, use of Third-Party Resources, or any loan products you may obtain through the Site. In the event that these Terms are translated into other languages and there is a discrepancy between the two language versions, the English language version will prevail in all cases to the extent that such discrepancy is the result of an error in translation.

### b. Waiver and Severability

Our failure to enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms or the application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from these Terms; however, the remaining provisions will continue to be valid and enforceable according to the intentions of you and us and to the maximum extent permitted by law. If it is held that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### c. Assignment

Your rights and obligations under these Terms, including any accounts, profiles, or personalization settings you may have, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempt to do so will be null and void. We may freely assign these Terms and our rights and obligations hereunder without notice to you, and these Terms will continue to be binding on assignees.

### d. Cumulative Rights

The rights of all parties under these Terms are cumulative and will not be construed as exclusive of each

other unless otherwise required by law.

e. Feedback and Complaints

You agree that we may use any feedback or complaints you provide us concerning the Site or Services in any manner we wish, without any restriction or obligation to you.

f. Contact Information

Please report any violations of these Terms to us. If you require any more information or have any questions about these Terms, you may contact us as follows:

Salt Point Finance dba Pave Credit  
P.O. Box 6483  
Santa Rosa, CA 95406