



Effective Date: June, 23, 2025

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY. BY ACCESSING OUR SITE, USING THE SERVICES, OR CLICKING ON A BOX OR ICON, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE OR SERVICES AND MUST DISCONTINUE YOUR USE OF THE SITE AND SERVICES.

To print our full Terms of Use, click [here](#). To view our Privacy Policy, click [here](#).

Ownership of Site

Welcome to kwaisitedev.wpenginepowered.com, including any linked websites and mobile applications (the “Site”). The Site is owned and operated by Kwai Credit, an operated economic arm and instrumentality of the Iipay Nation of Santa Ysabel (“Kwai Credit”), and its subsidiaries and affiliates operating under the Kwai Credit brand (collectively, “Kwai Credit,” “Company,” “we,” “our,” or “us”). These Terms govern your use of the Site and any of the products and services made available via the Site (“Services”). Your compliance with these Terms is a condition to your use of the Site and Services. By using our Site or using or applying for a Service, you are agreeing to these Terms and the terms of our [Privacy Policy](#). These Terms constitute a legal contract between you and Company governing your use of the Site and Services, to the extent not superseded by the terms and conditions of any contract we enter into with you for Services.

Please see the “Additional Terms” section below for more information.

Modifications

We may, from time to time, make modifications, changes or additions to these Terms. You agree that your continued use of the Site or Services following the posting of such changes is your acceptance of such changes. Therefore, you should visit this page periodically to review any changes to the Terms.

Eligibility

The Services are not available to persons under the age of 18 (but note that the minimum age requirement may be higher in some states) or to persons who are not legal residents of the United States. BY USING THE SITE, APPLYING FOR OR USING ANY OF THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE A LEGAL RESIDENT OF THE UNITED STATES. Not all Services are available in all geographic areas. Your eligibility for particular Services is subject to final determination by Company, its affiliates, and/or its partner lenders. In general, to obtain a loan or Line of Credit account, you must apply online, have a valid checking account, and meet certain minimum income requirements. Final approval, loan amount, credit limit, term, APR or other account features are subject to approval and may vary based on your creditworthiness, credit history, or other relevant factors. Annual Percentage Rate (APR) is the cost you pay in interest each year to borrow money, expressed as an annual percentage. The APR may not be a complete measure of the total cost of credit to the extent it does not reflect various fees associated with your account or credit agreement. Approved funding is generally deposited to your designated account within one business day, if signed by you and approved by lender by 5PM PT, Monday through Friday, excluding weekends and holidays. Actual availability of funds depends on your financial institution's policies and procedures.

Registration

While you may use the Site without registering, certain functionalities or areas of the Site require you to register and create a username and password in order to access such portions of the Site. You may not share your username or password with others. You are solely responsible for (i) authorizing, monitoring, controlling access to and maintaining the confidentiality of your username and password, (ii) informing us, in writing, of any need to deactivate a username due to security, confidentiality or other concerns, and (iii) any charges or damages that may be incurred by use of your username and password, for any reason, until such time as you tell us to deactivate your account or other such notification that your account has been compromised or such other unauthorized use. We are not liable for any harm related to any authorized or unauthorized use of your username or password.

Information Collected and Used

Information You Provide to Us

We collect information you provide to us, for example when you create or modify your account, submit an application for credit, register to use our Site, purchase or request

products or services from us, request information from us, contact customer support, or otherwise communicate with us. This information may include: name; home address; email address; home, work, and mobile telephone numbers; bank and/or other account numbers; date of birth; Social Security Number; driver's license or other national, state, or government ID numbers; employment, salary and other financial information, or other personal or non-public information.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that the information you provide will, among other permissible uses, be used to verify your identity. Applications or information submitted on this Site may be evaluated for credit offered by Company, or to the extent Kwai Credit may operate as a credit services organization, credit extended by a third-party lender. For additional information regarding the rates and terms of services and products offered in your state of residence, please visit the Rates and Terms page of the Site.

Information We Collect Automatically

Location / Geolocation

By accessing the Site, you acknowledge and agree that Kwai Credit may be able to determine the physical location of your device or other technology device using your IP address or other identifying information, such as your email address.

Information We Collect Through Your Use of Our Site

Technical Information and Tracking

In order to personalize and enhance your experience, we may collect information through "cookies," "applets" and similar technologies ("Trackers"). Trackers are sent by the Site to your browser and may be stored by your browser on your device. By using the Site, including by creating an account or applying for a loan, you are giving us permission to use Tracking technology. We may use Trackers: (1) to help diagnose problems with our servers, improve user experience and to administer our Site; (2) to better understand the effectiveness of our marketing efforts, and in some cases to follow up with you later on business related to use of the Site; (3) to protect our company and its users from malicious activities including hacking and fraud; (4) to ensure that certain aspects of the Site function correctly, or function in a manner designed to suit your needs. Similarly, we may use other Cookies and technologies to collect information on user behavior (e.g., screens and pages visited, buttons and links clicked, limited information entered, and user taps and mouse movements). This information enables us to monitor and improve the user experience.

Kwai Credit's Trackers do not contain any personally identifiable information about you; however, Kwai Credit may be able to identify you individually by combining information in the Trackers with our internal records. Most web browsers automatically accept cookies and other types of Trackers, but it is possible to change your browser setup so that it does not accept Trackers; however, if you reject our cookies and/or other Trackers, you may not be able to access certain portions of the Site.

Google Analytics

We may use Google Analytics, a web analytics service provided by Google LLC ("Google") to collect certain information relating to your use of the Site. Google Analytics uses cookies. You can find out more about how Google uses data when you visit our Site by visiting "How Google uses data when you use our partners' sites or apps", (located at www.google.com/policies/privacy/partners/).

Third-Party Analytics

We may use third-party analytics tools or other similar services to better understand our users' needs and interaction with our Site, and to optimize the service and experience, (e.g., how much time users spend on which pages, which links they choose to click, what users do and do not like, etc.). This enables us to build and maintain our service with user feedback. These tools use cookies and other technologies to collect data on our users' behavior and their devices, including, a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, and geographic location. The providers of these tools may store this information on our behalf in a pseudonymized user profile. Such providers are contractually forbidden to sell any of the data collected on our behalf.

Third-Party Solutions

We may use or integrate with third-party service providers to offer better and faster services, including third-party account verification solutions such as Flinks Technologies or other fintech solutions providers. Such providers are independent entities and bear no responsibility for Company's services or the unauthorized use of user data while such data is in Company's possession. The information provided by these service providers does not represent an official record of your account with your financial institution. By electing to use their services, you grant all licenses and rights necessary for the third-party service provider to perform the applicable data processing contemplated. Furthermore, such services may be revoked or discontinued by Company or the applicable service provider, at any time.

Sharing Information

We share your information in accordance with the terms of our Privacy Policy and may share such information with service providers, agents, affiliates, and other people (including but not limited to other providers of consumer financial products or services) with whom we enter into an agreement to provide such information to the extent it is necessary to conduct business. In addition, we will disclose information we maintain, including personally identifiable information: (i) when required to do so by law, or may disclose such information in response to a request from a law enforcement agency or authority or any regulatory authority; (ii) to protect the integrity or security of our Site or the interests, rights, or property of Kwai Credit; (iii) to enforce the Site's Terms of Use; (iv) to verify consumer identities, eligibility, creditworthiness, or to check for information accuracy, potential fraud, identity theft, or other military or government-designated statuses; or (v) to report to report loan history and performance to credit reporting agencies.

Third-Party Sites and Advertisements

Our Site may reference or provide links to third-party websites, services and/or products, which may include third party advertisements. Kwai Credit does not control third-party websites and cannot be responsible for the content or privacy policies of any third-party websites or web pages. Accordingly, you should review the privacy policies and terms of use applicable to any third-party websites, including those referenced or linked through the Site.

Site Security

You acknowledge that use of a username and a password is an adequate form of security. You acknowledge and agree that Internet transmissions are never completely private or secure and that any message or information you send to the Site may be read or intercepted by others, notwithstanding our efforts to protect such transmissions. In addition, as a condition of your use of this Site, you agree that you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any Kwai Credit customer or user of this Site; (iii) probe, scan or test the vulnerability of this Site or the Kwai Credit network or breach security or authentication measures without proper authorization; (iv) attempt to interfere with service to any user, host or network or otherwise attempt to disrupt our business, including, without limitation, via means of submitting a virus to this Site,

overloading, “flooding,” “spamming,” “mail bombing” or “crashing; “ or (v) send unsolicited mail, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability.

We use industry standard physical, technical, and administrative security measures and safeguards to protect the confidentiality and security of your personal information. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that e-mails and other communications you send to us through our Site are not encrypted.

Consent to be Contacted

By submitting your contact information to us, you are expressly consenting to be contacted by us by telephone, email or postal mail even if you have opted into the national Do Not Call List administered by the Federal Trade Commission.

We may contact you for application and loan servicing, including without limitation, for matters related to your loan or application; to remind you of upcoming payments; or for collections and other loan-related issues.

By submitting your contact information, registering for an account, applying for a Service or beginning an application for a Service, you are consenting to be contacted by us by written notices, email messages, text messages, or telephone, at any email address or mailing address we have for you in our records or from other public and nonpublic databases we may lawfully access, and, in connection with any such telephone calls, you consent to the use prerecorded/artificial voice messages and/or automatic dialing devices, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you for matters related to your loan or application, such as reminding you of upcoming payments, collections, and other loan-related issues. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location and contact information for you.

You hereby further consent that we may utilize third party service and other providers for the purposes of contacting you on our behalf in accordance with the Terms.

You may change your contact preferences by contacting us at info@kwaicredit.com.

Intellectual Property

The Site is protected by United States and international copyright and trademark laws and other applicable intellectual property laws, and together with any material made available for download, any content, files, code, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site (collectively, the “Content”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved, in writing, by Kwai Credit. You may not frame or utilize framing techniques to enclose, or deep link to, our names, trademarks, service marks, logos, Content or other proprietary information without our express written consent. You are authorized solely to view and retain a copy of the pages of the Site for your own personal, non-commercial use. Additionally, you agree that you will not (i) remove or alter trademark or other proprietary notice or legend displayed on the Site (or printed pages produced from the Site); and (ii) make any other modifications to any documents obtained from the Site other than in connection with completing information required to transact business with Kwai Credit.

Submissions, Reviews, Feedback and other Postings to the Site

If you submit, upload or post any comments, ideas, suggestions, information, files, images or other materials to us or the Site, or if you submit any materials through third party services, such as by tagging us on Instagram (collectively, “Submissions”), you represent and warrant that you are the owner of or have the necessary rights and licenses to provide such Submissions. You further agree to, and hereby grant to us, a royalty-free, irrevocable, and fully transferable right and license to use the Submissions at our discretion and to use your name as provided in connection with your Submission or as set forth in your account. Please do not provide any Submissions that (i) are abusive, unlawful, obscene, or harmful, or that could encourage criminal or unethical behavior, (ii) violate or infringes the intellectual property or privacy rights of any person or entity, or (iii) contain or transmit a virus or any other harmful component. We take no responsibility and assume no liability for any Submissions provided by you or any third party, and under no circumstances shall we be liable for any user Submissions, including, but not limited to any loss or damage that results from the Submissions being transmitted or made available on the Site or through the use of the Site and Services. Kwai Credit shall not be subject to any obligations of confidentiality regarding such Submissions except as may be expressly agreed in writing by Kwai Credit or as otherwise specifically required by law.

Access to Your Information and Choices

You can access and update certain information we have relating to your online account by signing into your account and going to the account home section of our Site. If you have questions about personal information we have about you or need to update your information, you can contact us at info@Kwaicredit.com or call us at 855-595-9244. You can opt-out of receiving marketing and promotional e-mails from Kwai Credit by using the opt-out or unsubscribe feature contained in the emails and located in your account homepage. It is your responsibility to ensure that any personally identifiable information provided is accurate, complete and up to date.

After you pay off your account balance in full, we may retain a copy of the information for archival purposes, to comply with federal laws, and to avoid identity theft or fraud.

Sweepstakes & Other Promotions

From time to time, Kwai Credit may conduct promotions on or through the Site, including without limitation, limitation, contests, sweepstakes and other promotions (“Promotions”). Each Promotion may have additional terms and/or rules of participation (“Promotion Rules”), which will be posted or otherwise made available to you. The Promotion Rules for each Promotion in which you participate will be deemed incorporated into and form a part of these Terms for the Promotions. It is your responsibility to read the Promotion Rules to determine whether or not your participation, registration, or entry will be valid or restricted, and to determine your participation requirements.

Digital Millennium Copyright Act Notice / Claims of Copyright Infringement & Related Issues (17 U.S.C. § 512)

We respect the intellectual property rights of others. If you believe work has been reproduced in a way that constitutes copyright infringement, you may notify our agent by providing the following information:

- Identification of the copyrighted work that you claim has 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 the site;
- Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate

it; Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and

- A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Upon obtaining such knowledge, we will act expeditiously to remove, or disable access to, the material. Please be aware that there are substantial penalties for false claims. If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is a written communication that incorporates the following:

- A physical or electronic signature of the poster;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., For any judicial district in which the service provider may be found; and that you accept service of process from the complainant.
- Notices of the foregoing copyright issues should be sent as follows:

By Mail: Kwai Credit, Attn: Legal Department, Address goes here.

By E-Mail: legal@kwaicredit.com

If you give notice of copyright infringement by e-mail, an agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action. This information should not be construed as legal advice. For further information about the DMCA, please visit the website of the United States Copyright Office at <http://www.copyright.gov/onlinesp>.

Disclaimer of Warranty

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE, IS PROVIDED "AS IS," AND "AS AVAILABLE" WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, NEITHER KWAI CREDIT, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS THEREOF, SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS SITE, THE SERVICES OR CONTENT, OR YOUR INABILITY TO ACCESS OR USE ANY OF THE FOREGOING, OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR FAILURE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US, OUR MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS SITE, THE SERVICES, SUBMISSIONS OR THE CONTENT, WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS WITH RESPECT TO THE INCIDENT GIVING RISE TO THE CAUSE OF ACTION. The foregoing limitation applies to the extent permitted by law in the applicable jurisdiction.

Indemnification

You agree to defend, indemnify and hold Kwai Credit and its affiliates and its and their directors, officers, employees, agents, contractors, successors or assigns thereof

harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by us arising out of your breach of these Terms or violation of applicable law, any of your Submissions, your use of or access to the Site, or access by anyone accessing the Site using your account. We reserve the right to assume or participate, at your expense, in the investigation, settlement, and defense of any such action or claim.

Additional Terms

Certain features or Services available through the Site may be subject to additional terms, which will be presented to you at that time. In the event of a conflict between these Terms and such additional terms, the additional terms will govern with respect to such features and Services. Nothing herein shall be deemed to alter or amend any contract for credit, loan agreement, or any credit services arrangement entered into by or between you, Company or any affiliated creditor or third party.

Minors

This Site is not directed at children under the age of thirteen (13). In compliance with the Children's Online Privacy Protection Act, we do not knowingly collect or solicit personally identifiable information from anyone under 13 years of age. In addition, children under the age of 18 years may not use our services or register for an account. By using the Site, you represent that you are at least 18 years of age. By using the Site to apply for a loan, or registering for an account with Kwai Credit, you represent that you are at least 18 years of age, and that you have the right to form legally binding contracts and to perform your obligations hereunder.

Law and Venue

These Terms and the relationship between you and Kwai Credit shall be governed by the laws of the Iipay Nation of Santa Ysabel without regard to its conflicts of law provisions.

ARBITRATION

ARBITRATION AGREEMENT, CLASS ACTION WAIVER, CONSENT TO JURISDICTION OF COURT, AND JURY TRIAL WAIVER

This Agreement includes a binding Waiver of Jury Trial and Arbitration Agreement. You may opt out of the Waiver of Jury Trial and Arbitration Agreement by following the instructions below.

RIGHT TO OPT OUT. IF YOU DO NOT WISH TO BE SUBJECT TO THE FOLLOWING WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT, YOU MUST ADVISE US IN WRITING AT KWAICREDIT, [INSERT ADDRESS] OR VIA EMAIL AT info@kwaicredit.com. YOU MUST GIVE WRITTEN NOTICE; IT IS NOT SUFFICIENT TO TELEPHONE US. WE MUST RECEIVE YOUR LETTER OR E-MAIL WITHIN SIXTY (60) DAYS AFTER THE DATE OF ACCESSING OUR SITE, USING THE SERVICES, OR CLICKING ON A BOX OR ICON. IN THE EVENT YOU OPT OUT OF THE ARBITRATION AGREEMENT, ANY DISPUTES UNDER THIS AGREEMENT OR RELATED TO THE TERMS SHALL NONETHELESS BE GOVERNED UNDER THE LAWS OF THE IIPAY NATION OF SANTA YSABEL TRIBE, THE INDIAN COMMERCE CLAUSE OF THE UNITED STATES CONSTITUTION, AND FEDERAL LAW, TO THE EXTENT APPLICABLE, INCLUDING, BUT NOT LIMITED TO THE FEDERAL ARBITRATION ACT, AND MUST BE BROUGHT WITHIN THE COURT SYSTEM, TO WHOSE JURISDICTION YOU IRREVOCABLY CONSENT FOR THE PURPOSES OF THIS AGREEMENT.

In this Waiver of Jury Trial and Arbitration Agreement (this “Arbitration Agreement”), “Tribe” or “Tribal” refers to the Iipay Nation of Santa Ysabel, a sovereign nation located within the United States of America, and “Tribal Law” means any law or regulation duly enacted by the Tribe.

PLEASE READ THIS WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT CAREFULLY.

Unless you exercise your right to opt-out of arbitration in the manner described above, any dispute related to these Terms will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any arbitration will be limited to addressing your dispute

individually and will not be part of a class-wide or consolidated arbitration proceeding.

Agreement to Arbitrate. You agree that any Dispute (defined below) will be resolved by arbitration in accordance with Tribal Law and applicable federal law.

Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A “*Dispute*” is any controversy or claim related in any the Site, Content, Submissions or these Terms , involving you and Lender, its marketing agent, collection agent, or any of their respective agents, affiliates, assigns, employees, officers, managers, members or shareholders (each considered a “*Holder*” for purposes of this Agreement). The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief).

You acknowledge and agree that by entering into this Arbitration Agreement:

(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR ANY HOLDER; and

(c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

Choice of Arbitrator. Any party to a Dispute, including a Holder, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of the Agreement of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed.

Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <https://www.adr.org>; JAMS (1-800-352-5267) <https://www.jamsadr.com>; or an arbitration organization agreed upon by you and the other parties to the Dispute. The chosen arbitrator will utilize the rules and procedures applicable to consumer disputes of the chosen arbitration organization, but only to the extent that those rules and procedures are consistent with the terms of this Agreement, Tribal Law and Federal law. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You understand that if you demand Arbitration, you must inform us of your demand and of the arbitration organization you have selected. You also understand that if you fail to notify us, then we have the right to select the arbitration organization in accordance with Tribal Law or Federal law. Any arbitration under this Agreement may be conducted either on Tribal land or within thirty miles of your residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the Lipay Nation of Santa Ysabel's sovereign status or immunity, or (b) to allow for the application of any law other than Tribal Law or Federal law.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the arbitration. Except where otherwise provided by Tribal Law or Federal law, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by Tribal Law or applicable federal law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Waiver of Jury Trial and Waiver of Ability to Participate in a Class Action. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, AND YOU ARE WAIVING YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT WOULD BE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available under Tribal Law and Federal law, whether at law or in equity, to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual Disputes between the parties. The validity, effect, and enforceability of this waiver of

class action lawsuit and class-wide arbitration is to be determined by the arbitrator. If the arbitrator fails or refuses to enforce the waiver of class-wide arbitration, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable court rules and procedures and may be enforced by such court through any measures or reciprocity provisions available. As an integral component of accepting this Agreement, you consent to the jurisdiction of the Tribal courts for purposes of this Agreement.

Judicial Review. The arbitrator will apply the terms of this Agreement, including the Arbitration Agreement, Tribal Law, and Federal law as appropriate. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. If allowed by Tribal or federal statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. The arbitrator will make written findings and the arbitrator's award may be filed with the Tribal court. The arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by the Tribal court upon judicial review.