

Terms of Use

Effective Date: 4/1/2025

Welcome to the website of Pay Day (“Pay Day,” “Company,” “we,” “us,” or “our”). These Terms of Use (“Terms”) govern your access to and use of our website located at [Insert Website URL] (the “Site”), as well as any content, functionality, tools, and services offered through it.

By accessing or using the Site, you agree to be bound by these Terms and our **Privacy Policy**. If you do not agree to these Terms, you must immediately discontinue use of the Site.

1. Eligibility and Legal Use

This Site is intended solely for individuals who are **18 years of age or older** and legally capable of entering into binding agreements under applicable law. By using this Site, you represent and warrant that you are of legal age and meet all eligibility requirements under federal and applicable state law.

You further agree to use this Site only for lawful purposes and in accordance with these Terms. You are solely responsible for ensuring that your use of this Site complies with all applicable federal, state, and local laws and regulations, including those governing payday lending, short-term loans, interest rates, consumer disclosures, and debt collection practices.

2. Availability of Loan Products

Pay Day offers payday loans and short-term financial products, which may vary by state due to regulatory requirements. **Loan terms, conditions, availability, maximum loan amounts, fees, and annual percentage rates (APRs) are governed by applicable state and federal law** and are not uniform across all jurisdictions.

Not all products or services described on this Site are available in every state. We reserve the right to determine eligibility and product availability based on your state of residence and other regulatory criteria. Final loan terms will be disclosed in your loan agreement and applicable disclosures prior to funding.

Nothing on this Site constitutes a loan offer, a guarantee of approval, or a binding agreement. All loan applications are subject to verification, underwriting approval, and applicable legal restrictions.

3. User Responsibilities

You agree to use the Site and all services provided through it responsibly and legally. You will not:

- Provide false, misleading, or incomplete information
- Attempt to gain unauthorized access to the Site, our systems, or other users' accounts
- Upload or transmit viruses, malware, or harmful code
- Use automated tools or bots to collect data from the Site
- Interfere with the performance or integrity of the Site

You are responsible for maintaining the confidentiality of any login credentials and for any activity that occurs under your account. We may suspend or terminate your access to the Site if we determine you have violated these Terms or any applicable law.

4. Privacy and Electronic Communications

Your use of this Site is subject to our **Privacy Policy**, which explains how we collect, use, and protect your personal information. By using the Site and submitting information to us, you agree to the practices outlined in the Privacy Policy.

You also consent to receive communications electronically, including disclosures, agreements, notices, updates, and other information related to your use of the Site or a loan you may apply for. You agree that electronic communications satisfy any legal requirement that such communications be in writing.

5. Intellectual Property Rights

All content on this Site — including text, images, software, logos, icons, graphics, videos, and the overall design and layout — is the property of Pay Day or its licensors and is protected by U.S. copyright, trademark, and other intellectual property laws.

You may not copy, modify, distribute, publish, reverse-engineer, display, or otherwise use any part of the Site or its content without our express written consent. Use of the Site does not grant you any license or ownership interest in the content.

6. Disclaimer of Warranties

The Site and all related content and services are provided on an “AS IS” and “AS AVAILABLE” basis. Pay Day makes no warranties or representations of any kind, either express or implied, regarding the accuracy, completeness, security, or reliability of the Site.

To the maximum extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted access. We do not guarantee that the Site or its content will be error-free or free from viruses or other harmful components.

7. Limitation of Liability

To the fullest extent permitted by law, Pay Day shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising from or relating to your use of or inability to use the Site. This includes, but is not limited to, damages for loss of profits, data, or goodwill.

If you are dissatisfied with the Site or any content provided, your sole remedy is to stop using the Site. In jurisdictions where limitations of liability are not permitted, our liability shall be limited to the maximum extent allowed by law.

8. State-Specific Disclosures

Because payday lending laws differ by state, you may be required to agree to additional disclosures and loan terms based on your residence. These disclosures will be presented to you as part of the loan application process and will comply with your state's lending laws, including restrictions on loan amounts, rollovers, fees, and repayment periods.

We comply with the **Truth in Lending Act (TILA)**, and before entering into any loan agreement, you will receive all federally mandated disclosures, including the finance charge, annual percentage rate (APR), total amount financed, and repayment terms.

9. Third-Party Sites and Services

The Site may contain links to third-party websites or services. These links are provided for your convenience only. Pay Day does not control, endorse, or assume responsibility for the accuracy, privacy practices, or content of third-party websites.

If you interact with any third-party content or services, you do so at your own risk. You are encouraged to review the terms and privacy policies of any third-party websites you visit.

10. Modifications to the Site or Terms

We may update, change, or remove content from the Site at any time without notice. We may also revise these Terms periodically. Your continued use of the Site after any modifications to the Terms indicates your acceptance of the updated Terms. We encourage you to review the Terms each time you use the Site.

11. Governing Law and Jurisdiction

These Terms shall be governed by and interpreted under the laws of the **United States** and the **state in which you reside** or from which you access our services, without regard to conflict of law principles. You agree that any legal action or proceeding arising under or relating to these

Terms shall be filed in the appropriate courts located in the state associated with your use of the Site or where Pay Day maintains a principal office, unless otherwise prohibited by law.

12. Contact Information

If you have questions, concerns, or requests regarding these Terms or your use of the Site, please contact us at:

Pay Day

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