

Pathway Terms of Service

1. Acceptance

By clicking “Pay,” “Subscribe,” or otherwise submitting payment details to access the Services, Customer agrees to be bound by these Terms of Service. If Customer is entering into this Agreement on behalf of an organization, Customer represents that they have the authority to bind that organization.

2. Services

Pathway (“Company”) will provide Customer with access to its hosted software services (the “Services”) as described on lendpathway.com.

3. Fees and Payment

Fees, usage limits, overage charges, and discounts are as set forth at checkout or in an applicable Order Form. All fees are billed in advance, non-refundable, and charged automatically each month (or annually, if selected) through Stripe. Customers who choose annual prepayment receive a 10% discount off the standard monthly rate. Prices are subject to change with at least thirty (30) days’ notice.

4. Data & Privacy

Customer retains ownership of all data submitted to or generated by the Services (“Customer Data”). Company may collect, process, and store Customer Data as necessary to provide the Services. Company will implement commercially reasonable technical and organizational measures to protect Customer Data. Company may use third-party service providers (such as hosting and payment processors) in connection with the Services.

No Deal Interference. Company will not use Customer Data to solicit, broker, or otherwise interfere with Customer’s financing transactions, customers, or business opportunities. Company will not sell or provide identifiable Customer Data to any third party for the purpose of marketing or originating financing deals.

Company may also create, use, and own aggregated or de-identified data derived from Customer Data for any business purpose, provided such data does not identify Customer or any individual.

5. Term and Termination

This Agreement begins on the date of signup and renews automatically on a monthly (or annual, if selected) basis until canceled. Customer may cancel at any time through the billing portal, effective at the end of the current paid period. Either party may terminate immediately upon written notice if the other materially breaches this Agreement and fails to cure within ten (10) days.

6. Disclaimer of Warranties

The Services are provided “as is” without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

7. Limitation of Liability

To the maximum extent permitted by law, Company’s total liability arising out of or related to this Agreement will not exceed the total fees paid by Customer to Company in the twelve (12) months preceding the claim. In no event will Company be liable for any indirect, incidental, consequential, special, or exemplary damages.

8. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-law principles.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, whether written or oral.