

# Flex E-Sign Consent Agreement

## 1. ELECTRONIC DISCLOSURES

In connection with the Flex Services Terms and Conditions and the Credit Line Agreement, Flexible Finance, Inc. ("Flex") and Blue Ridge Bank, N.A., Member FDIC ("Blue Ridge" or "Partner Bank") are required by law to provide you with certain disclosures in writing. Without your consent, Flex and Partner Bank are not permitted to provide these disclosures to you online.

Electronic delivery of communications

"Disclosures" include, but are not limited to (1) agreements and policies required to use the Flex Services (e.g., the Flex Services Terms, each of the Flex Privacy Policy and any Partner Bank Privacy Policy, and Credit Line Agreement); (2) payment authorizations and transaction receipts or confirmations; (3) account statements, billing statements, and account histories; and (4) any other disclosures required by law regarding your legal rights and obligations relating to the Flex Services.

By providing your consent as set forth below ("Consent"), you agree to the following:

- Flex and Partner Bank may provide any or all Disclosures either electronically on the Flex website or in any Flex app, through a hyperlink provided on the Flex website or in any Flex app, and, at its sole discretion electronically to the email address or mobile telephone number that you have provided to us, either directly or indirectly via the landlord to whom Flex or the Partner Bank will send funds on your behalf, or by making them accessible via our websites or applications.
- Flex and/or Partner Bank may, but is not required to, notify you via email or text message when the Disclosures are available and how

to view them, either via the hyperlink, email, or other electronic method described herein. The Disclosures will be provided to you in a format that can either be retained, printed or downloaded for your records.

- Your electronic signature on agreements and documents has the same effect as if you signed them in ink.
- Your Consent applies to any transaction undertaken through the Flex Services in the past, to all future disclosures and communications on your account, to all future transactions in which you use the Flex Services, at any time, to any transaction with us, and to other Disclosures that we provide to you by email.
- Your Consent means the Disclosures that Flex and/or Partner Bank provides to you electronically shall have the same meaning and effect as if provided in paper form, regardless of whether you actually view those Disclosures.

## **2. MINIMUM REQUIREMENTS.**

You understand that, in order to view and/or retain copies of the Disclosures, you will need the following hardware and software:

- A computer or mobile device with an Internet connection or mobile connectivity and the ability to download and run the software described in this Section 2;
- For website-based Disclosures accessed by computer, the computer must have a current operating system and web browser (PCs should be running Windows 7 or higher and Microsoft Edge, Chrome, or Firefox; Macs should be running OSX and Safari, Chrome, or Firefox);
- For Disclosures accessed by mobile application or mobile website, the mobile device must have a current operating system and web browser (for Apple devices, the most current version of iOS or one prior, and for Android devices, the most current version of the Android operating system or one prior), and the most current

version of the Flex app(s) through which you access or use the Flexfirm Services;

- A current version of a program that accurately reads and displays PDF files (e.g., Adobe Acrobat Reader);
- A valid email address, and, if you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must permit messages from the affirm.com domain in your spam filter;
- A working mobile telephone number that can receive text messages; and
- Sufficient storage space to save Disclosures or the capability to print the Disclosures from the device on which you view them.

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic Disclosures. Continuing to use the Flex Services after receiving notice of the change is the reaffirmation of your Consent.

### **3. WITHDRAWING CONSENT.**

You are free to withdraw your Consent at any time. If at any time you wish to withdraw your Consent, you can send us your request by submitting a written request to us at Flexible Finance, Inc., Attn: Electronic Communications Delivery Policy, 228 Park Ave S # 75995, New York, NY 10003-1502. Any withdrawal of your Consent will be effective after a reasonable period of time for processing your request. The legal effectiveness, validity and/or enforceability of electronic Disclosures we sent before your Consent is effective will not be affected. If you withdraw your Consent, Flex may close or limit access to your account and the Flex Services. You agree to pay any amount owed to Flex and/or the Partner Bank even if you withdraw your Consent and we close or limit access to your account.

### **4. RIGHT TO REQUEST AND RECEIVE PAPER COPIES.**

You agree that Flex may modify or change the methods of disclosure described herein, and that Flex and/or the Partner Bank may send you Disclosures in paper form at its option. You can obtain a paper copy of an electronic Disclosure at no charge, provided that such request is made within a reasonable time after we first provided the electronic Disclosure to you. To request a paper copy of a Disclosure, contact Customer Care at 888-205-9407.

## **5. UPDATING YOUR INFORMATION**

You agree that it is your responsibility to notify Flex of any changes to your primary email address, phone number, or any other contact information so that Flex can communicate with you electronically. You agree that Flex is not responsible for any delay or failure in your receipt of any Disclosure, text message or email notice that is not caused by Flex's failure to send such a Disclosure or notice to the phone number or email address you have provided to us. We will not assume liability for non-receipt of notification of availability of electronic Documents in the event your mobile number, email address or other contact information on file is invalid; your email or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in your computer, mobile device, browser, Internet service, mobile connectivity and/or software; or for other reasons beyond our control.

It is your responsibility to provide us with true, accurate and complete mobile number, e-mail address, contact, and other information related to the Affirm Services, and to maintain and update promptly any changes in this information. To update your information, contact Customer Care at 888-205-9407.

## **6. YOUR CONSENT TO ELECTRONIC DISCLOSURES**

Before using the Flex Services, you will be asked for your agreement to the Flex Terms of Service, including this Flex E-Sign Consent Agreement, by clicking "Create Account." This action constitutes your electronic signature and manifests your Consent and agreement to this Flex E-Sign Consent Agreement.

If you do not provide your Consent, you may not use the Flex Services and must discontinue your use of the Flex Services immediately.