

Terms and Conditions

(Last Updated October 31, 2024)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THE FLEX WEBSITE, THE FLEX MOBILE APPLICATION, OR USING THE FLEX SERVICE, YOU AGREE TO BE BOUND BY THE 1) FLEX TERMS AND CONDITIONS, 2) [FLEX E-SIGN CONSENT AGREEMENT](#), 3) [FLEX PRIVACY POLICY](#) AND [PRIVACY NOTICE](#), AND 4) [LEAD BANK PRIVACY NOTICE](#). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR ANY MODIFIED VERSION OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS THE FLEX WEBSITE, THE FLEX MOBILE APPLICATION, OR THE FLEX SERVICE.

1. What are you agreeing to?

1.1. The Parties to this Agreement.

These Terms and Conditions describe a contractual relationship (“Agreement”) between you (“you” or “your”) and Flexible Finance Inc. (including its subsidiaries, affiliates, agents, and assigns) (“Flex,” “we,” “us,” “our”), regarding your use of the Flex website (“Website”), the Flex mobile application (“App”), and your use of any products or service(s) offered through the Website or the App (collectively, the “Flex Service(s)” or “Service(s)”). To access the Services you must create an account with Flex (a “Flex Account”).

1.2. Changes to this Agreement.

Flex may unilaterally decide to change this Agreement from time to time, provided, however, that such changes will not impose additional obligations on you with respect to actions you took before the change became effective unless you specifically agree to such changes. Additionally, YOU AGREE TO ACCEPT ANY CHANGES TO THIS AGREEMENT BY USING THE FLEX SERVICES AFTER CHANGES HAVE BEEN POSTED. If Flex makes any changes to this Agreement that it deems to be material, Flex will make a reasonable effort to inform you of such changes, but it is your responsibility to review the Agreement posted to our Website from time to time to see if it has been changed.

1.3. Your Eligibility.

To be eligible to use the Services, you must be at least 18 years old (19 years old in Alabama or if you're a ward of the state in Nebraska) and a resident of the United States or its territories. You represent and warrant that you are eligible to use the Services.

2. How Flex will serve you.

2.1. The “Flexible Rent” Service.

2.1.1. Description: “Flexible Rent” is a service that enables you to pay your rent through a line of credit issued by Lead Bank (a “Flex Line of Credit”).

2.1.2 Charges & Cancellation: By subscribing to the Flex Services, you agree to pay all charges and fees associated therewith, including but not limited to: (i) a monthly membership fee (“MMF”) of \$14.99 per month (or less than \$14.99 if you meet certain criteria), (ii) a 1% bill payment fee assessed on each repayment for all payment methods, including debit card, credit card, and check (the bill payment fee is calculated as a percentage of your total rent payment, with half the fee charged to you on each of your first and second payments), (iii) an additional payment processing fee for credit cards totaling 2.5% of the amount of the payment, and (iv) a property passthrough fee as set forth in the App, if applicable. If these fees change, Flex will update this Agreement pursuant to Section 1.2. You must be a Flex user in good standing to access the Flex Services. If you do not pay the MMF, you may be unable to access the Flex Services and a Flex Line of Credit to pay your rent. You may terminate the monthly membership to the Flex Services through your account management features in the application or by contacting us at help@getflex.com no later than the two (2) days prior to the end of the month in which you wish to cancel. We will close your Flex Line of Credit once your balance remaining is \$0 and we confirm that no additional charges or amounts are due.

2.2 Additional Tools.

2.2.1. Tools We May Offer: We may from time to time offer you the ability to access certain financial management tools. Examples of such tools may include financial calculators, customized financial analyses, bill payment reminders, dashboards with information about your debts (including debts you may owe others) and/or assets, and

other similar services. Unless we indicate otherwise, these tools will be provided free of charge and are provided exclusively for personal use.

2.2.2. Limitations on Tools: You agree that we may modify the tools or cease making them available to you at any time without notice. We have no obligation to continue to make any particular tool available to you or to do so without charge. If we modify a tool or cease to make a tool available to you, you understand that you may lose access to any information that you may have supplied in connection with your use of the tool and have no rights to obtain such information from us. To the extent that the tools present information regarding financial accounts you may have with other lenders or financial institutions, you understand that the information may not be up to date. Before acting on any such information, you should confirm its accuracy with the lender or financial institution holding the account. There may be times when a tool we offer is unavailable or not properly functioning, and you agree that we have no liability to you if this occurs or in connection with the tools generally. You may need certain hardware or software to utilize the tools, and you understand that your failure or inability to have such hardware or software will result in your not being able to use the tools or some tool functionality. You understand that some tools or some tool functionality may only be available to consumers who have relationships with certain lenders, service providers or financial institutions or who have certain financial products. If you do not have such relationships or products, you understand that you may not be eligible to use a tool or all of its functionality. You agree that we may use information we gather through the tools to market other products and/or services to you, including those of third parties.

2.2.3. Third Party Providers: We may rely on third party providers to assist us in making a tool or other Flex Service available to you. By linking your bank or other account to a tool or Service, you grant us and our third-party providers a license to access and authorize us to access your financial accounts on your behalf, and to gather information about you for the limited purpose of providing you the Tools or related Flex Services. You give us and our third-party providers a limited power of attorney, and appoint us and our third-party providers as your true and lawful attorney-in-fact and agent to act on your behalf and access, transmit, and use your information as necessary to provide the tools and other Services, including, but not limited to logging in to your rent payment portal on your behalf, to add and remove a payment method, and to authorize your landlord or property management company to initiate a single or recurring debit of your rent obligation. You agree to the transfer, storage, and processing of your information by these third-party providers in accordance with their respective privacy policies. We have no liability to you for any damages you may suffer as a result of any such third party's actions or inactions or from inaccurate account information.

2.2.4. Tools are Provided for Informational Purposes Only: Financial information provided to you through the tools is provided for informational purposes only and not a substitute for individualized professional advice. The tools are not intended to provide financial, legal or tax advice, and we are not a financial planner, broker or tax adviser. The tools are intended only to provide general assistance in organizing your finances. Before making any financial decisions or implementing any strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

2.2.5. Accuracy, Reliability and Timeliness of Information: YOUR USE OF THE TOOLS IS AT YOUR SOLE RISK. INFORMATION PROVIDED THROUGH THE TOOLS IS ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR INFORMATIONAL PURPOSES ONLY. WE MAKE NO WARRANTY THAT THE TOOLS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE OR RELIABLE.

2.3. Canceling Payments by Flex.

Flex may choose not to provide the Services to you at any time for any reason, including but not limited to, your creditworthiness, your history of transactions on our site, the landlord’s account history, or any other reason.

2.4. Collecting Information About You.

By using the Flex Services, you authorize Flex, directly or through third parties, to make any inquiries we consider necessary to validate your identity and to collect information about you in accordance with the Customer Identification Program (CIP) rules implementing Section 326 of the USA PATRIOT Act and our Privacy Policy. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, or verifying your information against third party databases or through other sources. We may also ask you for identifying documents to help us validate your identity. Flex reserves the right to close, suspend, or limit access to your account and/or the Services in the event we are unable to obtain or verify this information.

2.5. Credit Report Authorization and Reporting.

You expressly authorize Flex to obtain consumer reports from consumer reporting agencies about you (1) when you apply for a Flex Line of Credit, (2) periodically

throughout the term of your Flex Line of Credit and (3) periodically in connection with any other services you may obtain from us (including services involving financial management or credit profile tools we may offer). Flex may also obtain follow-up credit reports on you (for example, when we review your account for reactivation, or for a credit line increase). You expressly authorize us to use the information that we obtain from such reports to, among other things, market refinancings and Flex's current and future products and services to you (both during and after the term of your Flex Line of Credit and the term of any other services you may obtain from us), provide you with other services (including financial management tools and credit profile tools) you may request, make decisions related to the servicing and collection of your account, measure how the Flex Line of Credit you obtained from us impacts your credit, perform other statistical analysis, and share information with you about your credit profile.

You understand that Flex may report positive rent payment history made through Flex and information about your Flex Line of Credit (such as on-time, late, and missed payments; any defaults; and the fact you paid off or closed your Flex Line of Credit) to one or more national credit bureaus. You also understand that paused accounts may still be reported to consumer reporting agencies as open or active.

2.6. Obtaining Information from Your Landlord.

You expressly authorize Flex to obtain your information from your landlord or property management company ("Payee"). This information can include, but is not limited to, (1) rent payment history, (2) failed payments, (3) outstanding rent balance, (4) credit score, (5) rental unit or property information, and (6) personal information. This information may be used to verify your identity as well as whether you are approved for the Flex Services.

2.7. Collection.

In the event your account is not paid in full, Flex may refer your account to a third-party to collect past due balances. If you are in default, you consent to receive debt collection emails from our debt collection service providers and our agents. You certify that any email address you provide to Flex can be used by Flex and its agents for debt collection communications. If you change your email address, it is your obligation to update your email address with Flex. You agree to allow Flex to send you payment reminders from time-to-time. Such payment reminders may take the form of any available communication.

2.8. Telephone and SMS Communication & Notification.

You expressly consent to receive SMS messages (including text messages) and telephone calls (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, with service-related information or questions about your account or the Flex Service. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. Flex and our agents, representatives, affiliates and anyone calling on our behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, e-mails or other means.

Standard mobile, message, or data rates may apply and you are responsible for any such fees. We, our service providers, and the wireless carriers are not liable for undelivered or delayed text messages. Please consult your wireless provider with any questions about your text or data plan. We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you. Flex reserves the right to close or limit access to your account and immediately collect all due amounts if you withdraw your consent to receive electronic or other communications or if you revoke access to any third party site on which the Flex Service relies, or if any such service should revoke or cancel your account on that site.

You agree that these communications are not unsolicited for purposes of any state or federal law, and you understand that this may result in additional mobile, text message, or data charges.

You also understand and agree that Flex may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with Flex or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with Flex may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by Flex, and Flex does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

Notwithstanding this provision, Flex's delivery of any disclosures governed by the Flex E-Sign Consent shall be governed by your consent or withdrawal of consent to receiving such disclosures in electronic form.

2.9. Working with Third Parties.

If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your account, either through your use of the third party's product or service or through your Flex account, you acknowledge that Flex may disclose the information about your account that is authorized by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Flex responsible for, and will indemnify Flex from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

2.10. Payments to Landlords.

Flex facilitates rent payments to your designated Payee. You grant Flex a license to access, and direct Flex to retrieve your rent transaction history, rent balance information and/or other information maintained by third-parties with which you have relationships, maintain accounts or engage in financial transactions such as Payees or their rent portals ("Third-Party Account Information") for purposes of performing the Flex Services. By using the Flex Services, you authorize Flex to access this information maintained by identified third parties on your behalf as your agent, and you expressly authorize such third parties to disclose your information to Flex.

Further, by utilizing the Flex Services, you expressly authorize Flex to facilitate rent payments to such Payees, including through the use of Payees' designated rent portals. You agree that, pursuant to your agreement with Flex, Flex may apply your funds or loan proceeds to such rent payments, and you authorize Flex to make these payments through these Payee portals as your agent. In providing its services, Flex has no knowledge of, and is not responsible for a violation of any contractual obligations you may have with your Payee, including the Payee's terms of use.

You acknowledge and agree that you remain the tenant under the lease. Payments made by you will be submitted to Flex, as the Payee's limited collection agent, solely for the limited purpose of accepting and processing such payments for the Payee. The delivery of payments by you to Flex shall satisfy your payment obligation for the amount

of such payment to the Payee. Notwithstanding the foregoing, Flex's ability to provide the Services as described herein is dependent upon your timely provision of funds and related information required by Flex to Flex and you remain fully liable for payment of all amounts due under the lease in the event you fail to timely provide the funds and related information to Flex.

By agreeing to the terms of this Agreement, you are also agreeing that you are responsible for keeping your passwords and usernames for these portals secure, and for keeping those passwords and usernames up to date in the App or Website. Flex does not review the portals or Third-Party Account Information for accuracy, legality or non-infringement, and Flex is not responsible for your Third-Party Account Information or products and services offered by or on third-party sites.

3. Your use of Flex.

3.1. Agreement to Provide Accurate Information.

When you provide information to Flex or in connection with the Flex Services, you agree to provide only true, accurate, current and complete information about yourself, and you agree not to misrepresent your identity or your account information. You further agree to keep your account information up to date and accurate.

3.2. User Responsible for Fees.

If you use the Flex Services, you are responsible for any fees or other amounts that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge. You agree and acknowledge that you are also responsible for any charges or fees assessed or owed for your use of the applicable Flex Service, including, but not limited to, any MMF, bill payment fees, payment processing fees, any fees charged by your financial institution or a card issuer (e.g., overdraft fees, over-the-limit fees, insufficient funds charges, or foreign transaction fees), or fees assessed by a third party in connection with paying your rent online (e.g., late, convenience or processing fees charged by your rent portal or property manager).

3.3. Access to Your Account.

You are responsible for maintaining the secrecy of the login credentials to your Flex account. You agree to establish reasonable security procedures and controls to limit

access to your password or other identifying information to authorized individuals, which includes choosing passwords and other credentials in a manner that will protect the security of your information. Your credentials include your username and password to your Flex account and to any third party account you have used to login to your Flex account. You are also responsible for maintaining the accuracy of the information in your Flex account.

3.4. Website and App Content.

The information on the Flex Website and in the App is for information purposes only. It is believed to be reliable, but Flex does not make any promises as to its completeness, timeliness or accuracy. The information and materials contained in the Website, the App, and in this Agreement, are subject to change without notice.

Access to the Services may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- servers, networks, hardware failure (including your own computer), telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;
- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service; strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or

- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Flex.

3.5. Links to Other Websites.

Links to non-Flex websites are provided solely as pointers to information on topics that may be useful to users of the Services, and Flex has no control over the content on such non-Flex websites. Flex makes no warranties concerning the content of such websites, including the accuracy, completeness, reliability of said websites, nor does Flex warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. If you choose to follow a link to a website not controlled by Flex, you must do so at your own risk. Flex does not guarantee the authenticity of documents on the Internet. Links to non-Flex websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such websites.

3.6. Closing Your Account.

You may terminate your use of the Flex Services through your account management features in the application or by contacting us at help@getflex.com no later than the two (2) days prior to the end of the month in which you wish to cancel. We will close your Flex Line of Credit once your balance remaining is \$0 and we confirm that no additional charges or amounts are due. Upon account closure, we will cancel any pending transactions unless otherwise legally prohibited. If you owe any payment, Flex will not close your account until that payment has been made, but we may limit your ability to make additional transactions using your account. You may not close your account to evade an investigation. You will remain liable for all obligations related to your account even after the account is closed. Flex will retain your information in accordance with our Privacy Policy and any applicable state or federal law, rule or regulation.

3.7. Dormant Accounts.

Flex may close your Flex account if you do not log in to your account or use the Flex Services for one (1) year. Inactivity for three (3) months may subject your account to reactivation, which may include: (1) review of your payment history with Flex; (2) credit history; (3) past performance or other eligibility review; and (4) current property address. The result of the reactivation review may lead to a reduced line of credit or suspension.

After your account is closed, Flex will retain your information in accordance with Section 3.6 above.

3.8. Feedback You Provide.

If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.

4. How you may NOT use Flex.

By using the Flex Services, you agree that:

- 1) You will not engage in any activities related to the Services that violate any applicable law, statute, regulation, or ordinance or breach this Agreement or any other agreement or policy you have with Flex;
- 2) You will not provide false, inaccurate or misleading information;
- 3) You will not provide information belonging to any person other than yourself or use an account that belongs to another person for yourself or on behalf of another person;
- 4) You will not use the Services to purchase:
 - Illegal items or conduct any illegal activities or transactions;
 - Ammunition, firearms, certain firearm parts or accessories, and certain weapons or knives regulated under applicable law;
 - Narcotics, steroids, controlled substances, quasi-pharmaceuticals, or drug paraphernalia;
 - Currency in any form, including virtual and digital currency;
 - Stolen goods, including but not limited to, digital or virtual goods; or

- A good or service deemed unacceptable by Flex or its bank partner(s), in their sole discretion;
- 5) You will not use any device, software, routine, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Services or to surreptitiously intercept or expropriate any system, data or personal information from the Services;
 - 6) You will not use the Services to make payment(s) on an existing Flex line(s) of credit. Unless otherwise expressly permitted by Flex, you will not use the Services for the purpose of payment for an existing loan(s) from another institution;
 - 7) You will not use the Services to accomplish a wire or money transfer;
 - 8) You will not commit unauthorized use of Flex’s Website, the App, and systems including but not limited to unauthorized entry into Flex’s systems, misuse of passwords, or misuse of any information posted to a site; and
 - 9) You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial-of-service attacks, “spam” or any other such unsolicited overload technique.

5. How Flex will resolve disputes.

5.1. Disputes with Flex.

If a dispute arises between you and Flex, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. In the event of a dispute, we encourage you first to contact Flex at help@getflex.com to try resolving your problem directly with us.

5.2. Mandatory Arbitration.

THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS AND CONDITIONS BY USING THE FLEX SERVICES, THE WEBSITE, OR THE APP. Except as explicitly provided in this

Agreement, any dispute or claim relating in any way to your visit to the Website, your use of the App, your use of the Flex Services, a product or service offered or provided by or through the Website, the App, or the Flex Services, or otherwise arising out of or relating to this Agreement or the Services that cannot be resolved directly between you and Flex shall be resolved by non-appearance based binding arbitration, rather than in court. Except as otherwise provided in this Agreement, this includes any claims based in contract, statute, tort, fraud, misrepresentation or any other legal theory. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court and must apply and follow the terms of this Agreement as a court would. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

Either you or we can initiate arbitration through the alternative dispute resolution provider the American Arbitration Association (the "AAA") pursuant to the then-current Supplementary Procedures for Consumer-Related Disputes (the "Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Flex will pay all arbitration fees and expenses.

The arbitration shall be conducted by telephone or electronic means and/or shall be solely based on written submissions, the specific manner of which shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless the arbitrator determines that an in-person hearing is necessary based on the request of one of the parties and any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. You and Flex each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial and agree to proceed only on an individual basis and not in a class, consolidated, or representative action. The parties hereby appoint the arbitrator the exclusive power to rule on any challenges to the requirement for the use of alternative dispute resolution process in these terms.

We also both agree that you or we may bring suit in court to obtain interim or preliminary injunctive relief necessary to protect the rights or property of you or Flex and all of its partners, affiliates, shareholders, employees, and agents of any kind (together, our "Affiliates").

Except as explicitly provided elsewhere in this Agreement, all claims you bring against Flex must be resolved in accordance with this Section. Any claim filed or brought contrary to this Section shall be considered improperly filed. Should you file a claim contrary to this Section, Flex may recover from you attorneys' fees and costs up to \$1,500 per claim, provided that Flex first has notified you in writing of the improperly filed claim and you have failed to promptly withdraw the claim.

5.3. Restrictions.

You and Flex agree that any arbitration shall be limited to the dispute between Flex and you individually. To the fullest extent permitted by law: (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

5.4. Exceptions to Informal Negotiations and Arbitration.

You and Flex agree that the following disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any disputes seeking to enforce or protect, or concerning the validity of, any of your or Flex's intellectual property rights; and (2) any claim for injunctive relief.

6. Other Provisions.

6.1. Operations.

Flex operates and controls the Services from its offices in the United States. Flex makes no representation that the Services are appropriate or available in other locations. The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Flex to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Software from the Services may be subject to United States export controls. Thus, no software from the Services may be downloaded, exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the

United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. The terms of this Agreement are effective until terminated by either party. You may terminate this Agreement by destroying all Flex Services-related materials obtained from the Flex Service, Flex or any other website or source and paying all amounts you owe (including any fees or expenses incurred or imposed by Flex) in full. The privileges granted to you under the terms of this Agreement will terminate immediately and automatically without notice from Flex if, in our sole discretion, you fail to comply with any term or provision of this Agreement. Neither the course of conduct between the parties nor trade practice will act to modify the terms of this Agreement. You may not assign this Agreement without Flex's prior written consent, but Flex may assign this Agreement and its rights and obligations hereunder to any party at any time without any notice to you. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon Flex's request, you will furnish Flex any documentation, substantiation or releases necessary to verify your compliance with the terms of this Agreement. You agree that the terms of this Agreement will not be construed against Flex by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

6.2. Enforceability and Governing Law.

The failure of Flex to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. The terms of this Agreement constitute the entire agreement between you and Flex with regard to your use of the Flex Services and any previous agreement that may exist between you and Flex is hereby superseded. The terms of this Agreement cannot be changed or modified by you except as posted on the Website or in the App by Flex. If any provision of this Agreement is held to be unenforceable, the unenforceable term or provision shall be replaced by an enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision and the remaining provisions shall be enforced. To the extent that anything in or associated with the Services is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. The laws of the State of Delaware govern your access to, and use of, the Services and the terms of this Agreement.

6.3. Intellectual Property.

All content, design, graphics, compilation, magnetic translation, digital conversion and other matters to the Services are protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) and owned by Flex or one of its affiliates. The copying, redistribution, use or publication by you of any part of the Services, unless expressly permitted in this Agreement, is strictly prohibited. Use of the Services does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access. The posting of information or materials on the Services does not constitute a waiver of any right in such information and materials.

6.4. Trademark.

“Flex” is the marketing name for certain financial services activities of Flex as operator of the Services. “Flex” is a trademark of Flex. Other featured words or symbols may be the trademarks of their respective owners.

6.5. Indemnification.

You agree to indemnify, defend and hold Flex and its Affiliates harmless from any liability, including reasonable attorneys’ fees, related to your use of the Services or any violation of this Agreement.

6.6. DISCLAIMER OF WARRANTY.

FLEX AND ITS AFFILIATES MAKE NO COMMITMENTS OR WARRANTIES ABOUT (i) THE CONTENT, RELIABILITY, OR AVAILABILITY OF THE SERVICES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES OR (ii) THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE WEBSITE, THE APP, OR THE FLEX SERVICES. FLEX AND ITS AFFILIATES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY REGARDING NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FLEX AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICES.

6.7. LIMITATION OF LIABILITY.

FLEX AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY PRODUCT AVAILABLE FROM OR THROUGH THE WEBSITE, THE APP, OR THE USE OF THE FLEX SERVICES. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, FLEX AND ITS AFFILIATES ARE NOT LIABLE FOR ANY COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE; NOR ARE FLEX AND ITS AFFILIATES LIABLE FOR ANY THIRD PARTY CLAIMS OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. NONE OF THE SERVICES WOULD BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAIN FROM US FROM OR THROUGH THE WEBSITE, THE APP, OR THE FLEX SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. NEITHER FLEX NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND THE REASONABLE CONTROL OF SUCH PARTY.

6.8. Statute of Limitations.

You and Flex both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services, this Agreement, or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

6.9. No Third-Party Beneficiaries.

This Agreement is between you and Flex. No user has any rights to force Flex to enforce any rights it may have against you or any other user.

6.10. Government Use.

If you are a part of an agency, department, or other entity of the United States Government (“Government”), the use, duplication, reproduction, release, modification, disclosure or transfer of any of our products or Services is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense

Federal Acquisition Regulation Supplement as applied to military agencies. The Service and any related software is a “commercial item,” “commercial computer software” and “commercial computer software documentation.” In accordance with such provisions, any use of the Service by the Government shall be governed solely by the terms of this Agreement.

6.11. Covered Borrowers under the Military Lending Act.

Notwithstanding any other provision of this Agreement, Sections 5.2, 5.3, 6.7, and 6.8, and the waiver of defenses provision of Section 6.1 shall not apply to a “covered borrower” under the Military Lending Act, as defined in 32 C.F.R. § 232.3(g). Furthermore, nothing in this Agreement shall be construed as applying to a covered borrower to the extent inconsistent with the Military Lending Act.

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