

## **CREDIT LINE AGREEMENT**

**(Last Updated August 4, 2025)**

The following Credit Line Agreement (“Agreement”) is between you (“you” or “your”) and Lead Bank, a Missouri State Chartered Community Bank, Member FDIC, its successors and assigns (“Lead Bank,” “Loan Holder,” “we,” “us,” or “our”). This Agreement governs the line of credit (“Flexible Rent Line of Credit”) that you obtain from us through the mobile application or browser application, or other application channels offered and operated by Flexible Finance, Inc. (“Flex”). The application channels of Flex are collectively referred to as the “Services,” and reference to the Services includes any portion of the Services. Any Flexible Rent Line of Credit that is approved and issued by us will be governed by the terms of this Agreement as it may be revised from time to time.

**THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION IN SECTION 44. IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A CLAIM UNLESS YOU: (1) OPT OUT PROPERLY IN ACCORDANCE WITH SECTION 44; OR (2) ARE PROTECTED BY THE MILITARY LENDING ACT. FOR EXAMPLE, IF THE LOAN HOLDER ELECTS TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.**

**BY ELECTRONICALLY SIGNING THIS AGREEMENT, YOU HAVE SIGNIFIED YOUR AGREEMENT TO THESE TERMS.**

- 1. Use of Flexible Rent Line of Credit.** You may use a Flexible Rent Line of Credit to pay your rent to a landlord, including property management companies or other entities to which you may owe rent (collectively, “Landlords”), that agree to accept rent payment via the Services. If your Landlord accepts payment for associated fees, like management fees or utilities, you may use your Flexible Rent Line of Credit to pay those associated fees as well (the rent and associated fees, the “Rent”). Flexible Rent Line of Credit proceeds will be transmitted by us directly to your approved Landlord and may not be used for any other purpose. Flexible Rent Line of Credit proceeds will not be deposited into your bank account and cannot be accessed by you.
- 2. Accessing Credit.** Credit extended under the Flexible Rent Line of Credit may only be used to pay Rent and will be disbursed directly to your Landlord and not to you. You acknowledge that we may choose to decline your request to extend you credit for any reason or no reason, including if you are delinquent on your payment obligations under this Agreement, if the amount of credit necessary to pay your

Rent would result in exceeding the credit limit, or if you are in default under this Agreement or any other agreement with us.

3. **Promise to Pay.** You promise to pay to us, at the location we designate herein, so much of the credit as may be advanced under this Agreement, plus any fees, interest, charges, costs, and expenses as described in this Agreement. You intend to be legally bound by this Agreement. You have read, understood and agreed to all the terms of this Agreement.
4. **Credit Limit.** Your Flexible Rent Line of Credit has a credit limit. "Credit limit" means the maximum amount of principal you are permitted to owe under your Flexible Rent Line of Credit at any one time. Your credit limit may appear in the Flex mobile application or on your billing statement as a spend limit. The amount of the credit limit is generally equal to 50% of your estimated Rent due up to the total line amount. The full amount of the credit limit is only available to pay your Rent. Subject to the applicable law, we may reduce your credit limit at any time. We will notify you of any new credit limit either by sending you a notice or through your billing statement. A change to your credit limit may take effect before you receive notification from us. You should always keep your total balance below the credit limit. However, if the total goes over your credit limit you must still pay us.
5. **Initial Payment.** To access the Flexible Rent Line of Credit each month, you must make an initial payment equal to a portion of your Rent obligation which shall be disclosed to you through the Flex mobile application or Services (the amount of this payment is determined by the difference between the total Rent obligation and the amount of monthly credit drawn on your Flexible Rent Line of Credit), plus a credit card processing fee, if applicable, and a property passthrough fee, if applicable (the "Initial Payment"). The Initial Payment must be paid prior to us paying your Landlord, and in no event later than the 5th day of each calendar month for which you wish to access the Flexible Rent Line of Credit. Please note that your Initial Payment amount may vary month to month due to variations in the amount of monthly credit available and changes in rent or variable fees charged by your Landlord (for example, differences in utilities owed). IF YOU DO NOT MAKE THE INITIAL PAYMENT IN A GIVEN MONTH, YOU WILL BE UNABLE TO ACCESS A FLEXIBLE RENT LINE OF CREDIT TO PAY YOUR RENT IN THAT MONTH. In the event that any Initial Payment is returned or is otherwise unsuccessful, you agree to arrange for immediate repayment of such Initial Payment.
6. **Foreign Transaction Fee.** We will assess a finance charge of 3% of any advance that is made in a foreign currency, assessed after the transaction is converted to U.S. dollars. This fee is a finance charge.

7. **No Late Fee.** There are no late fees associated with the Flexible Rent Line of Credit.
8. **Fees Disclosed at Time of Request.** Unless prohibited by law, we also may charge you other fees from time to time. If a fee applies to your account, we will tell you the amount of the fee at the time you request the service.
9. **Flex Services Monthly Membership Fee and Other Fees.** To remain eligible to use the Flexible Rent Line of Credit, you must be a subscribing member of Flex in good standing, including paying any monthly membership fee, bill payment fee, credit card processing fee, or other fees you may owe under your agreements with Flex. Please see the Flex Terms and Conditions for more information on your membership, including information regarding canceling your membership. If you cancel your membership or your membership is no longer in good standing, your Flexible Rent Line of Credit will be withdrawn and unavailable for the next month's and future months' Rent; however, your promise to pay under this Agreement will remain unaffected.
10. **Billing.** You will receive a billing statement periodically via email or as an in-application notification to view through the Services. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you billing statements, unless required by applicable law. Your "billing cycle" refers to the period of time reflected on your billing statement. This period may vary in length, but is approximately thirty (30) days. You will have a billing cycle even if a statement is not required. We will often specify a billing cycle by the month that begins during such cycle. For example, a "March Billing Cycle" will encompass March 1st, which may be close to the date in which your Rent is due for the month of March. If your Flexible Rent Line of Credit account has been charged off, we may switch to quarterly billing cycles for your Flexible Rent Line of Credit account.
11. **How We Determine the Balance.** The total outstanding balance (the amount you owe us for your Flexible Rent Line of Credit) appears as the "Total Due" on the billing statement. To determine the Total Due, we begin with the outstanding balance associated with your Flexible Rent Line of Credit at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any new advances, interest, charges, and fees and subtract any credits or payments credited as of that billing period. We then make other applicable adjustments. Total Due excludes charges that are not financed by your Flexible Rent Line of Credit, including the Initial Payment and the monthly membership fee.

12. **Total Due.** Each month you must pay the “Total Due” that is shown on your billing statement. YOU MUST PAY YOUR TOTAL DUE IN FULL EACH MONTH OR YOU MAY BE UNABLE TO ACCESS THE FLEXIBLE RENT LINE OF CREDIT TO PAY YOUR RENT IN THE FOLLOWING MONTH. Your due date will typically be thirty-one (31) days after a credit is drawn on your Flexible Rent Line of Credit and will be communicated to you on your billing statement.
13. **Payments.**
- a. You must pay the Total Due IN FULL no later than the due date. In addition to any other rights we may have, if you do not pay the Total Due in full by the due date, we may suspend or terminate your access to the Flexible Rent Line of Credit. If your account is suspended, you will be unable to access the Flexible Rent Line of Credit to pay your Rent until you have paid all amounts outstanding and we reinstate your access to the Services. In order for you to be eligible for a timely account reinstatement after any account suspension, please ensure you pay all amounts due by the last day of the calendar month before you wish to use the Flexible Rent Line of Credit to pay your Rent.
  - b. In order to be credited as of a particular day, your payment must be received in the form specified, and by the hour specified, in those instructions. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect “paid in full” or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States by (1) paying via payment check; (2) paying via debit card or credit card; or (3) paying by a transfer from your “Flex Funds” balance, if applicable.
  - c. If you elect to make payments by automatic withdrawal and wish to stop payment of these automatic withdrawals or to revoke prior authorization for automatic withdrawals, you may do so by instructing us and Flex to stop a payment or revoke authorization for automatic withdrawals no fewer than three (3) banking days before your next scheduled payment, or as otherwise provided for in any payment authorization you have provided us.
14. **Change in Email and Residence Address.** You must notify us of a change in your email address by contacting us at [help@getflex.com](mailto:help@getflex.com). If you change your residence, you must confirm with Flex that your Landlord accepts Flex so you may continue to access your Flexible Rent Line of Credit to pay your Rent in your new residence by contacting us at [help@getflex.com](mailto:help@getflex.com).

**15. Accuracy of Landlord Information.**

- a. You are responsible for ensuring the accuracy of all information you provide about your Landlord and Rent payment, including, but not limited to, the Landlord's name, your Rent payment portal login credentials or other similar information provided by you to us related to Landlord accounts to which you are directing us to deliver the proceeds from the Flexible Rent Line of Credit ("Directed Accounts"). You agree to hold us and Flex harmless for any alleged or actual loss, claim, fee or other damage or expense you may suffer related to the failure of a Directed Account to receive such proceeds if such failure was the result (directly or indirectly) of any error provided by you to us. You acknowledge that neither we nor Flex has any obligation to confirm or investigate the accuracy or completeness of the information you have provided.
- b. If we are unable to deliver any portion of the loan proceeds to the Directed Account(s) after fourteen (14) days from the initial delivery attempt, the Flexible Rent Line of Credit will be suspended. For the avoidance of doubt, if partial loan proceeds (any amount above zero dollars) are delivered to the Directed Account(s), then the Flexible Rent Line of Credit will not be canceled or suspended. If we are only able to deliver partial Flexible Rent Line of Credit proceeds to the Directed Account(s) after fourteen (14) days, we will apply the undelivered portion to the outstanding balance in accordance with our normal payment application procedures.

**16. No Prepayment Penalty.** You may prepay a portion of your outstanding balance or your full outstanding balance on your Flexible Rent Line of Credit at any time without penalty.

**17. Credit Balances.** We may reject and return any payment that creates or adds to a credit balance on your Flexible Rent Line of Credit account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges or other amounts you owe to us. You are entitled to a refund of any credit balance and may contact us to request a refund.

**18. Cancellation of Application Prior to Flexible Rent Line of Credit Funding.**

- a. **Cancellation by You.** You may request a cancellation of the Flexible Rent Line of Credit or a scheduled draw on your Flexible Rent Line of Credit at any time without any fee or penalty. You must provide us with at least two (2) days' advance notice of your request to cancel so that we can stop any scheduled payment of Rent to your Landlord.

- b. **Cancellation by Us.** We may cancel the Flexible Rent Line of Credit application or Flexible Rent Line of Credit account prior to paying your Landlord for any reason not prohibited by applicable law, including if: (1) you have provided any false, misleading or incomplete information in connection with any Flexible Rent Line of Credit request or other communication with us, Flex or those acting on behalf of us; (2) you are delinquent or in default under any outstanding Flexible Rent Line of Credit; (3) we learn of any new information affecting your creditworthiness; (4) you file or have instituted against you or any joint applicant/co-borrower any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; or (5) you are in breach of any term or representation in this Agreement. If you meet one of these conditions, then we may refuse to fund any Flexible Rent Line of Credit request that has not yet been funded, and cancel any related Credit Line Agreement, even if already executed.
19. **Termination.** We may terminate this Agreement and/or your ability to obtain a Flexible Rent Line of Credit or an extension of credit on a Flexible Rent Line of Credit at any time. We may grant, modify, or deny credit or the Flexible Rent Line of Credit for any reason whatsoever that we deem appropriate. If you committed fraud or made a misrepresentation in connection with your registration through the Services or any application or request for a Flexible Rent Line of Credit, performed any prohibited activity, or otherwise failed to abide by the terms of this Agreement or any other agreement you have with us, we will have all remedies authorized or permitted by this Agreement and applicable law. You may terminate your Flexible Rent Line of Credit at any time by notifying us in writing. However, you remain responsible to pay the total balance according to the terms of this Agreement.
20. **Default.** You default under this Agreement if you: (a) fail to pay the Total Due listed on each billing statement by the due date; (b) file for bankruptcy or another insolvency proceeding is filed by you or against you; (c) pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; (d) pay by automatic debit that is returned unpaid; (e) pass away, or are legally declared incompetent or incapacitated, with an outstanding balance; (f) make any false or misleading statements to us, including in your Flexible Rent Line of Credit application; (g) permanently reside outside the United States of America; (h) any other creditor tries by legal process to take money of yours, including funds in our possession; or (i) default under any other agreement that you have with us. If you default, we may, subject to applicable law, declare as immediately due and payable without notice all amounts you owe us. Additionally, we may also or instead, close or suspend your Flexible Rent Line of Credit account, lower your credit limit, or file a lawsuit against you or pursue another action that is not

prohibited by law. Also, if you successfully assert a partial defense or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court considers equitable.

21. **Auto-Payments to Your Landlord.** If you default, we will suspend automatic payment of Flexible Rent Line of Credit disbursements to your Landlord. If auto-payments to your Landlord from the Flexible Rent Line of Credit are suspended, you must contact Flex directly by emailing [help@getflex.com](mailto:help@getflex.com) to reinstate; however, you will only be eligible to use the Flex Services once your account is current. IF YOUR AUTO-PAYMENTS FROM THE FLEXIBLE RENT LINE OF CREDIT ARE SUSPENDED, YOU ARE RESPONSIBLE FOR MAKING DIRECT PAYMENTS TO YOUR LANDLORD.
22. **Representations, Warranties and Covenants.** You represent, warrant, and covenant, on the date hereof and on the date of each Rent payment, as follows:
  - a. You are at least 18 years of age and the age of majority in your state of residence;
  - b. You are a permanent resident or citizen of the United States;
  - c. You are not currently party to any bankruptcy petition and have not consulted a bankruptcy attorney in the past six (6) months;
  - d. All information provided by you in connection with, or pursuant to, this Agreement is true, accurate and complete in all material respects;
  - e. Your relationship with the Landlord is arm's length relationship and you have not entered into an agreement with the Landlord under which you will receive the proceeds of any disbursements of the Flexible Rent Line of Credit; and
  - f. You will not use the proceeds of any advance hereunder for any illegal purpose, or to fund any illegal activity, or to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous educational expenses, or room and board.
23. **Collection Costs.** If we refer collection of your account to a lawyer who is not our salaried employee, to the extent not prohibited by applicable law, you will be liable for any reasonable attorneys' fees we incur, plus the costs and expenses of any legal action, where allowed by law.
24. **Re-Verification of Credit Information.** We or Flex can review any information you provided on your application at any time and obtain follow-up credit reports on

you (for example, when we review your account for a credit limit increase). This may include:

- a. requesting credit bureau reports;
- b. verifying your current credit standing;
- c. verifying your address and rent history; and
- d. verifying your employment, assets, and income records.

If you wish to know the names of the agencies that we or Flex has contacted, write to us at [help@getflex.com](mailto:help@getflex.com).

25. **Credit Reporting & Credit Bureau Dispute Resolution.** We or Flex may report information about your Flexible Rent Line of Credit account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. If you believe that any information that has been furnished to a consumer reporting agency about your Credit Line Agreement is inaccurate, or if you believe that you have been the victim of identity theft in connection with this Agreement, you may contact us at [help@getflex.com](mailto:help@getflex.com). In your written request, you must: (i) provide your name; (ii) identify the specific information you are disputing, (iii) explain the basis for the dispute, and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, you may submit an identity theft affidavit or identity theft report.
26. **Consent to Telephone Calls, Texts, and Monitoring.** You expressly consent to be contacted by us and by Flex (and for purposes of this Section 26, by our respective agents and representatives) using automatic telephone dialing systems, artificial or prerecorded voice message systems, email and text messaging systems in order to provide you with information regarding your Flexible Rent Line of Credit, including information about missed payments, the suspected misuse of your account, or general servicing items. You authorize us and Flex to make such contacts using the telephone number (including wireless, landline, and Voice Over Internet Protocol numbers) you have supplied to us in connection with your Flex account. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call or text message, you may incur a charge from your telecommunications provider, and you agree that we will have no liability for such charges. You expressly authorize us to monitor and record your calls with us. You agree that you are the owner and/or primary user of any telephone number or

email address you provide to us and that you will notify us if this is no longer true as to any such telephone number or email address.

27. **Declined Transactions.** We are not responsible if a Rent payment is not approved, either by us or by a third party, even if you have sufficient credit available. We may decline to authorize any transaction, including placing a limit on the number of Rent payments that may be transferred in one (1) day. If we detect unusual or suspicious activity associated with your Flexible Rent Line of Credit, we may suspend your credit privileges until we can verify the activity. We may decline a transaction even if your account is not in default. We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if a Landlord refuses to accept payment.
28. **Rent-Related Liability Limitation.** Except as required by applicable law, we will not be responsible for any claim or defense you may have against any third-party, including your Landlord, that arises out of or in connection with the quality of any services or goods or other property purchased or leased using your Flexible Rent Line of Credit.
29. **Loan Charges.** If a law, which applies to your loan and sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with your loan exceeded or exceeds the permitted limit, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you, subject to any right of set off. We may choose to make any such refund by reducing the amount you owe or by making a direct payment to you.
30. **Military Lending Act.**
  - a. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).
  - b. Notwithstanding any other provision of this Agreement, the arbitration provision of this Agreement shall not apply to a "covered borrower" under the

Military Lending Act, as defined in 32 CFR § 232.3(g). For the avoidance of doubt, this includes active duty members of the armed forces and/or their dependents. Furthermore, nothing in this Agreement shall be construed as applying to a covered borrower to the extent inconsistent with the Military Lending Act. To obtain an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation, covered borrowers may call the following phone number: 888-891-8831.

31. **Flex Services.** You acknowledge and agree that Flex, or a wholly owned subsidiary of Flex, may provide services to us in connection with evaluating your loan requests, servicing your Flexible Rent Line of Credit, and all other aspects of your relationship with us. You understand and acknowledge that we may share with Flex, or a wholly owned subsidiary of Flex, any information you provide to us in connection with this Agreement for Flex, or a wholly owned subsidiary of Flex, to provide such services.
32. **Assignment.** We may assign this Agreement, or any of our rights under this Agreement, in whole or in part at any time without your consent or notice to you. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this Section 32 shall be null and void.
33. **Changing this Agreement.** We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. Changing terms includes adding, replacing, or deleting provisions of this Agreement. These changes are binding on you. Subject to applicable law, we will give you advance written notice of the changes and a right to opt out to the extent required by law.
34. **Entire Agreement.** This Agreement represents the entire agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written, or electronic, between us with respect to your Flexible Rent Line of Credit.
35. **Waivers.** To the extent not prohibited by law, you waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. No delay or forbearance on our part in exercising any of our rights or remedies will be construed as a waiver by us, unless any such waiver is in writing and signed by us. Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach.
36. **Electronic Transactions.** THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH

CONSENT IS SET FORTH IN THE FLEX E-SIGN CONSENT AGREEMENT FOR THE SERVICES. YOU EXPRESSLY AGREE THAT (A) THIS AGREEMENT IS ENFORCEABLE AGAINST YOU TO THE SAME EXTENT AS IF MANUALLY EXECUTED IN TANGIBLE FORM NOTWITHSTANDING YOUR ELECTRONIC OR DIGITAL SIGNATURE HERETO AND (B) THIS AGREEMENT IS A "PAYMENT INTANGIBLE" FOR ALL PURPOSES UNDER THE UNIFORM COMMERCIAL CODE.

37. **Privacy.** Our Privacy Notice at <https://www.lead.bank/privacy-and-terms> and related notices we may provide to you describe the personal information we collect, how we safeguard its confidentiality and security, when it may be shared with others, and how you can limit our sharing of this information, if applicable. Our Privacy Notice is hereby incorporated into this Agreement by reference.
38. **Changes to this Agreement.** We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. When required by law, we will send you notice before doing so. If any amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit.
39. **Notices.** All notices and other communications to you hereunder may be given by email to your registered email address or posted to your Flex account through the Services, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have control of such email accounts and your Flex account, and that communications from us may contain sensitive, confidential, and collections-related communications. If your registered email address changes, you must notify us of the change by sending an email to [help@getflex.com](mailto:help@getflex.com). You also agree to update your registered residence address and telephone number on the Services if they change.
40. **Applicable Law.** The terms and enforcement of this Agreement and the Flexible Rent Line of Credit shall be governed by, and all Claims shall be resolved in accordance with, federal law and, to the extent that state law applies, the law of Missouri, without regard to its conflict of law principles. This Agreement is made in Missouri and credit is extended to you from Missouri, regardless of where you live or use your Flexible Rent Line of Credit.
41. **Force Majeure.** Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Agreement, including disbursing Rent or processing your payments to us, if such failure, error or delay results from

causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

42. **Successors and Assigns.** This Agreement is binding upon your heirs and personal representatives in probate and upon anyone to whom you assign your assets or who succeeds you in any other way. You agree that we may assign or transfer this Agreement and any of our rights hereunder at any time without prior notice to you, except as required by applicable law. You may not assign this Agreement without our prior, written consent.
43. **Miscellaneous.** The parties acknowledge that except as stated herein there are no third-party beneficiaries to this Agreement. If at any time after the date of this Agreement, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement, except as otherwise provided in Section 44). The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.
44. **DISPUTE RESOLUTION BY BINDING ARBITRATION (“Arbitration Provision”).** **YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 44(C) BELOW.** If you are a “Covered Borrower” as defined by the Military Lending Act (32 CFR Part 232, as amended from time to time), *i.e.*, you are an active duty member of the military or you are a dependent of an active duty member of the military, at the time of entering into this Agreement, this Section 44 does not apply to you, and you do not need to opt out of or take any action to ensure inapplicability.
- a. **Election to Arbitrate.** You and we agree that the sole and exclusive forum and remedy for resolution of a Claim (as defined below) be final and binding arbitration pursuant to this Section 44, unless you opt out as provided in Section 44, below. You and we agree to arbitrate all Claims. As used in this Section 44, “Claim” shall include any claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including our marketing activities and (except to the extent provided otherwise in the last sentence of Section 44(h) below) the validity or enforceability of this Arbitration Provision or any part thereof, or of the entire Agreement. Claims are subject to arbitration regardless of whether they arise

from contract, tort (intentional or otherwise), a constitution, statute, common law, or principles of equity, or otherwise. Claims include matters arising as initial claims, counterclaims, cross-claims and third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

- b. **Applicability of the Federal Arbitration Act; Arbitrator's Powers.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, except those available for a class action. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.
- c. **Opt-Out of Arbitration Provision.** You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to [help@getflex.com](mailto:help@getflex.com) within sixty (60) days of the date of your electronic acceptance of the terms of this agreement. The opt-out notice must clearly: state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address and social security number; and be signed by you. You may send an opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf.
- d. **Informal Dispute Resolution.** If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the Claim quickly. You agree that before filing any Claim in arbitration, you will submit the Claim for informal dispute resolution by sending an email to [help@getflex.com](mailto:help@getflex.com).
- e. **Arbitration Procedures.** The party initiating arbitration shall do so with the American Arbitration Association (the "AAA"). The arbitration shall be

conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1-800-778-7879 or visit the AAA's website at [www.adr.org](http://www.adr.org). In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. If the value of relief sought is \$10,000 or less, either party may elect to have the arbitration conducted by telephone or based solely on written submissions, with the election being binding on both parties subject to the arbitrator's discretion to require an in-person hearing.

- f. **Arbitration Fees.** If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. If the value of relief sought is \$5,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.
- g. **Appeals.** Within thirty (30) days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within thirty (30) days after notice of the appeal. The panel will reconsider *de novo* all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall

be final and binding, except for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

- h. **No Class Actions. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE OR COLLECTIVE ACTIONS IN A COURT.** Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify or fail to enforce this Section 44(h) and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 44(h) shall be determined exclusively by a court and not by the administrator or any arbitrator.
- i. **Survival and Severability of Arbitration Provision.** This Arbitration Provision shall survive the termination of this Agreement. If any portion of this Arbitration Provision other than Section 44(h) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section 44(h) are finally adjudicated pursuant to the last sentence of Section 44(h) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

- j. **Judicial Forum for Claims.** Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and we agree that any judicial proceeding (other than small claims actions) will be brought in the federal and state courts of Jackson County, Missouri. Both you and we consent to venue and personal jurisdiction there, and we both agree to waive our right to a jury trial.
- k. **WAIVER OF RIGHT TO LITIGATE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.**

**45. Your Billing Rights: Keep this Document for Future Use.**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What to do if you find a mistake on your statement:**

If you think there is an error on your statement, write to us at:

Lead Bank  
% Flexible Finance, Inc.  
Attn: Billing Statement Dispute  
228 Park Ave S # 75995  
New York, NY 10003-1502

You may also contact us by emailing [help@getflex.com](mailto:help@getflex.com).

In your letter, give us the following information:

- Account Information: Your name and account number;
- Dollar amount: The dollar amount of the suspected error; and
- Description of problem: if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within sixty (60) days after the error appeared on your statement; and

- At least three (3) business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* by emailing [help@getflex.com](mailto:help@getflex.com). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What will happen after we receive your letter?**

When we receive your letter, we must do two things:

1. Within thirty (30) days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error; and
2. Within ninety (90) days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you fees in relation to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question, or any other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules in this Section 45, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **46. State Notices.**

##### **All Borrowers, including California/New York/Rhode Island/Utah/Vermont Residents:**

You give Lead Bank and its agents, successors, and assigns permission to obtain one or more consumer credit reports from one or more credit reporting agencies in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing the account created by this Agreement, taking collection action on this Agreement, or for any other legitimate purposes associated with this Agreement. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

##### **All Borrowers, Including Maine/Missouri/Nebraska/Oregon/Utah/Washington/Iowa Residents:**

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and the Loan Holder from misunderstanding or disappointment, any agreements the Loan Holder and you reach covering such matters are contained in this writing, which, along with the Flex Terms and Conditions, is the complete and exclusive statement of the agreement between the Loan Holder and you, except as we may later agree in writing to modify.

##### **All Borrowers, including Kansas residents:**

##### **NOTICE TO CONSUMER – READ THIS AGREEMENT**

1. Do not sign this Agreement before you read it.
2. You are entitled to a copy of this Agreement.
3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

##### **California Residents:**

A married applicant may apply for a separate account.

**Massachusetts Residents:**

Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

**New Hampshire Residents:**

You will be awarded reasonable attorney's fees if you prevail in any legal action you bring against the Loan Holder or the Loan Holder brings against you. If you successfully assert a partial defense, set-off or counterclaim against the Loan Holder in an action the Loan Holder brings against you, the court or arbitrator may withhold from the Loan Holder the entire amount or such portion of the attorney's fees as it considers equitable. You or your attorney may file a complaint with the New Hampshire Commissioner of Banking, State of New Hampshire Banking Department, 53 Regional Drive, Suite 200, Concord, NH 03301. Instructions for filing complaints can be found on the Commissioner's website at

[www.nh.gov/banking/consumer-assistance/complaint.htm](http://www.nh.gov/banking/consumer-assistance/complaint.htm).

**New Jersey Residents:**

The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (a) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (b) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

**New York Residents:**

New York residents may contact the New York State Department of Financial Services by telephone at 1-877-226-5697 or visit its website at <http://dfs.ny.gov> for free information on comparative rates, fees and grace periods.

**Ohio Residents:**

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Texas Residents:**

This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral

agreements of the parties. There are no unwritten oral agreements between the parties.

**South Dakota Residents:**

If there are any improprieties in the servicing of this loan or in any loan practices, please refer to the South Dakota Division of Banking: South Dakota Division of Banking 1714 Lincoln Ave, Suite 2, Pierre, South Dakota 57501; (605) 773-3421.

**Utah Residents:**

NO CLASS ACTIONS. YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. § 70C-4-105 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.

**Married Wisconsin Residents:**

If you are married: (1) you confirm that the loan is being incurred in the interest of your marriage or family. (2) No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. (3) You understand and agree that the Loan Holder will provide a copy of this Agreement to your spouse for his or her information. If the loan for which you are applying is granted, you agree to notify the Loan Holder if you have a spouse who needs to receive notification that credit has been extended to you by sending your name, loan number and your spouse's name and address to **Loan Holder c/o Flexible Finance, Inc., 228 Park Ave S # 75995, New York, NY 10003-1502.**

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. NOTICE TO BORROWER: (a) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, EVEN IF OTHERWISE ADVISED, (b) DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES, (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN, AND (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. IF YOU REPAY YOUR LOAN EARLIER THAN THE MATURITY DATE THEN YOU MAY PAY LESS IN THE FINANCE CHARGE SET FORTH IN THE TRUTH IN LENDING DISCLOSURE.