

Flex Self Submit Prepaid Mastercard® Cardholder Agreement

Last Updated: April 8, 2026

This cardholder agreement ("Agreement") outlines the terms and conditions under which the Card has been issued to you by Patriot Bank, N.A. (the "Bank" or "Issuer", "We," "us," and "our") and made available to you by our service provider, Flexible Finance, Inc. ("Flex").

The Card is designed to allow you to pay certain permitted rent or bill expenses, as determined by Flex from time to time and as described in the Flex mobile application, at getflex.com, or in applicable terms of service.

THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT. PLEASE CAREFULLY READ SECTION E.

A. Using the Services

1. Definitions

- "Account" means your means of access to the Services offered by us.
- "Card" means the one or more virtual Mastercard® payment card issued to you by the Issuer. The Card is a prepaid card. The Card is not a gift card, nor is it intended for gifting purposes. The Card is also not designed for business use. Your account with the Issuer is not interest bearing.
- "Services" consist of the Card, any related banking services provided by the Issuer, and the software and technology that Flex provides to you as our service provider, and that provide you with the opportunity to apply for and use a Card, including one or more Flex Mastercard Cards, in connection with your Account. The Services include the portions of Flex's website, mobile app, and other platforms, as applicable, that enable you to apply for and use a Card. Flex is not a bank and does not offer banking services as defined by the United States Department of Treasury and applicable law. You must open an Account before accessing the Services.
- "You" and "your" means to the individual consumer who has been issued the Card as provided for in this Agreement.

2. About the Program

This Card will be linked to your Account. The transaction details of purchases made with your Card will subsequently be listed in the information provided by Flex through the mobile application or elsewhere in the Services.

The Card is designed to make payments of certain permitted rent or bill expenses only. We and/or Flex may restrict transactions based on attributes such as, but not limited to, merchant category code, merchant ID, merchant name, and/or location. You may not use

any Card for any other purpose.

3. Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays. Any reference to “days” found in this Agreement are calendar days unless indicated otherwise.

4. Requirements to Use the Services

In order to access the Services, you represent and warrant that:

- You are either a legal resident of the United States or a United States citizen.
- You are at least 18 years old.
- You have not been previously banned from using our Services, and that you have not previously violated the Flex User Agreement or any other terms of service.
- You have not been barred from receiving similar services under the laws of the United States.

By accepting these terms, you also represent that:

- You have the capacity to be bound by them.
- Any information you provide in connection with the Services accurately and truthfully represents your identity and the identity of any associated business.
- You and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you.
- You will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services.

5. Your Agreement on Card Use

With each transaction you process through the Services you represent, warrant and agree that:

- The Card transaction represents a bona fide sale;
- The Card transaction accurately describes the goods and/or services obtained from the merchant;
- You will fulfill all of your obligations to the merchant and will resolve any dispute or complaint directly with the merchant;
- You and the Card transaction comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax, wage and hour, and tip laws and regulations; and
- You will not use the Services in a fraudulent, disruptive, aggressive, manipulative or any other inappropriate matter.

6. Prohibited Uses

You may not use the Card or Services for any purpose other than the payment of permitted rent or bill expenses. You may not, nor may you permit any third party, directly or indirectly, to:

- Export the Services, which may be subject to export restrictions imposed by U.S. law, including U.S. Export Administration Regulations (15 C.F.R. Chapter VII);
- Use the Services in conjunction with automated purchasing software programs;
- Use the Services to exploit new users, referral programs, promotions offered by other merchants, or otherwise use the Services to violate the terms and conditions of a merchant;
- Act as a payment facilitator or otherwise resell the Services to any third party; or
- Use the Services to handle, process or transmit funds for any third party.

In addition, you may not, nor may you permit any third party, directly or indirectly, to use the Services for the following businesses or activities:

- Any illegal activity or goods;
- Paraphernalia that may be used for illegal activity;
- Unauthorized multi-level marketing businesses;
- Rebate based businesses;
- Betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races;
- Manual or automated cash disbursements;
- Prepaid cards or checks;
- Sales of money-orders or foreign currency;
- Wire transfers or money orders; or
- High-risk products and services, including telemarketing sales.

7. Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card(s). Subject to applicable law, if you permit another person to have access to a Card or Card number, this will be treated as if you authorized such use, and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement. Please read this Agreement carefully for information about limitations on your liability to us, including for unauthorized use of the Card.

8. Preauthorized Transfers

Each Card is a multi-use card, meaning it can be used more than once. You may only use the card for permitted rent, bill, or other Flex-approved payments.

B. Our Rights Regarding the Services

1. Modifications to this Agreement

You agree that the Issuer may modify this Agreement in our sole discretion, and that Flex may modify any Flex terms, policies, or guidelines in its sole discretion, except as otherwise required by applicable law. Any modification of this Agreement will be effective immediately, by posting a new agreement and updating the “Last Updated” date at the top of these terms, except as otherwise required by law, or otherwise stated. Changes to the Services made for

security purposes may be implemented without prior notice. You agree that, even if you have not personally visited the website or accessed the mobile application listing the new terms of this Agreement, the new version of the Agreement will have full force. To the extent permitted by applicable law, you agree to waive any right you may have to receive additional notice of such changes.

Your use of the Card or continued use of the Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications. You should frequently review these terms and all applicable terms, policies and guidelines to understand the terms and conditions that apply to your use.

If you do not agree to the amended terms, you must stop using the Services. Any use of the Services in violation of these terms may result in, among other things, termination or suspension of your right to use the Services. You agree that your use of the Services will always be subject to the most current version of these terms at the time of such use.

2. Limits on Your Use of the Services

You acknowledge that we may impose limits on your use of the Services. We may limit payments and/or payees at our discretion. You cannot use the Cards in any way beyond their intended purpose.

For security and fraud protection, we may impose limits on the dollar amount that you can authorize in a transaction, and over a period of time. The usage limits are subject to increase or decrease at our discretion based on an algorithmic review process and a manual review process. Except as required by applicable law, other limits may apply, as may be described on or in Flex's website, mobile application, and/or any applicable terms of service.

If you make or attempt to make any transaction with your Card or Account that would cause you to exceed any of these limits, we may decline the transaction and suspend your Card or Account.

3. Investigations, Account Suspensions and Termination

We reserve the right to investigate your use of the Services for compliance with this Agreement and in order to comply with law, regulation, legal process or government request, and to appoint Flex or other designees to investigate your use of the Services on our behalf.

We may refuse to process any transaction that we believe violates the terms of this Agreement, any applicable Flex terms of service, any other agreements between you and Flex or any applicable network rule or law.

The Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice.

If we suspect you of violating any applicable terms of service, network rule or law, we may suspend or terminate your ability to access the Services under any or all of your accounts.

4. Identity Verification

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to help obtain, verify, and record information that identifies each person who requests to use the Services.

When you register for the Services, we will ask you for your name, address, date of birth, Social Security number, and other information that will allow us to identify you. You authorize us, and our service providers on our behalf, to make inquiries that we consider appropriate and use third party services to help us verify your identity and determine if we should open, maintain, collect or close your account.

We may make additional requests for information at any time. We may require you to provide a taxpayer identification number, take steps to confirm ownership of your email address or financial instruments, provide a copy of a government-issued identity card such as a driver's license or passport, and verify information you provide against third party databases or through other sources.

We may also report the status, history and/or closure of your account to third-party services.

If you do not provide this information or we cannot verify your identity, we can refuse to allow you to use the Services, or suspend or terminate your Account. If you allow someone else to use your Account, you are responsible and liable for all transactions, withdrawals, deposits and fees that arise out of such use.

C. History, Refunds, Errors, Disputes, and Registration

1. Payment History

When you use your Card, a record of the transaction will subsequently be recorded and can be accessed by logging on to the Flex website or mobile application. You may also receive a receipt directly from your property management company, landlord, service provider, or similar party ("Merchant").

Except as required by law, you are responsible for:

- Compiling and retaining permanent records of all transactions and other data associated with your Account and your use of the Services, and
- Reconciling all transactional information that is associated with your Account.

You may obtain information about the amount of money you have remaining in your Account or otherwise available to spend on your Card by calling 1 (888) 205-9407. You can access

this information, along with a 12-month or longer history of Account transactions, by logging onto the Flex mobile application.

You also have the right to obtain at least 24 months of written history of Account transactions by calling 1 (888) 205-9407, or by writing Flex at 228 Park Ave S # 75995, New York, New York 10003. You will not be charged a fee for this information unless you request it more than once per month.

If you believe that there is an error or unauthorized transaction activity associated with your Account, you must contact us or Flex immediately.

2. Refunds and Returns

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the Merchant. If the Merchant credits your Card, the credit may not be immediately available. While Merchant refunds post as soon as they are received, please note that we have no control over when a Merchant sends a credit transaction, and the refund may not be available for a number of days after the date the refund transaction occurs. Refunds effectuated via the Merchant crediting your Card will be recorded along with your transactions. In our sole discretion, we may choose not to make available via your Card or Account any funds from refunds effectuated via the Merchant crediting your Card, and instead transfer such funds to any bank account or other payment card you have on file with Issuer or Flex, or via another method that you and we arrange.

3. Processing Errors, Disputes, and Unauthorized Transactions

In case of errors or questions about your Account, call us 1 (888) 205-9407, or by writing us at 228 Park Ave S # 75995, New York, New York 10003 or email us at help@getflex.com as soon as you can, if you think an error has occurred in your Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1 (888) 205-9407, or by writing us at 228 Park Ave S # 75995, New York, New York 10003 or email us at help@getflex.com. You will need to tell us:

- Your name and Account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your

account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 1 (888) 205-9407 or visit <https://getflex.com>.

On our behalf, Flex will make a final decision on your claim, in our sole discretion, based on the coverage and eligibility requirements set forth above, any additional information provided during the online payment dispute resolution process or any other information Flex deems relevant and appropriate under the circumstances.

Flex, on our behalf, will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, Flex will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting Flex.

4. Your Liability for Unauthorized Transfers

If you believe your Card has been lost or stolen or you believe a transaction has been made without your permission using information from your Card, or Card Account or you believe your Account credentials have been used without your permission, tell us AT ONCE, and FREEZE the relevant card(s) via the “Your Cards” section in the Flex Mobile Application. Reporting your Card lost or stolen and any unauthorized or unexpected activity to help@getflex.com as soon as possible is the best way of keeping your possible losses down.

We may suspend or cancel your Card and corresponding Account in the event of excessive reports of Card loss or theft. You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card and that you will be liable for all such uses by such person. For example, if you have given your Card or Card information to another person to use, such as a friend or relative, you are responsible for that person’s transactions with your Card, and if you have given your Card information to a Merchant for a transaction, you have given authority to that Merchant to debit the Card for that transaction.

If you tell us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card, without your permission if you had told us, you could lose as much as \$500.

Also, if you become aware of and/or your periodic statement (if applicable) or transaction history (if applicable) shows transactions you did not make, notify Flex at once following the procedures stated in the Section of this Agreement titled "Processing Errors, Disputes, and Unauthorized Transactions." If you do not notify Flex within sixty (60) days after you become aware of the transaction and/or after the transaction information was made available to you, you may not get back any value you lost after the sixty (60) days if Flex can prove that we could have stopped someone from taking the value if you had notified Flex in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, Flex may extend the time periods. If the Card has been lost or stolen, the Card will be blocked to keep losses down and/or, if there is a physical card associated with the account, a replacement may be sent to you.

You agree to cooperate reasonably with us and Flex in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card.

5. Additional Limits on Liability Under Card Network Rules.

Under Mastercard rules, you will not be liable for any unauthorized transactions using your Card if you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft. You must notify us within two (2) days after the electronic statement or history was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

D. Other Terms

1. Electronic Delivery of Notices

As part of your use of the Services provided by Flex and the Issuer, you are entitled by law to receive certain information in writing. The federal ESIGN Act allows us to provide this information to you electronically, instead, with your prior consent. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we or Flex provide in connection with your Account and your use of our Services. We, the Issuer, or Flex will provide these Communications to you by posting them on www.getflex.com, pushing notifications through the Services, and/or by emailing them to you at the email address registered to your account.

Electronic disclosures and notices have the same meaning and effect as if they had been provided to you as paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our or Flex's website or page in the

Flex mobile application, or within twenty-four (24) hours of the time emailed to you unless we, the Issuer, or Flex receive notice that the email was not delivered.

If you wish to withdraw your consent to receive Communication electronically, you may do so by emailing us at email help@getflex.com or by calling 1 (888) 205-9407. Please note, however, that if you withdraw your electronic consent, you may no longer use our Service.

YOU MUST KEEP YOUR EMAIL OR ELECTRONIC ADDRESS CURRENT WITH US in order for us to be able to provide you with important notices and other information from time to time, and you must ensure that the contact information, including the email address registered to your Account, is current.

2. Telephone Communication

We and Flex may record and/or monitor any telephone conversations with you. If we or Flex do record, we and Flex do not have to keep the recordings, unless applicable law says that such party must. When you give us your mobile number, we have your permission to contact you at that number about your Account ourselves, and we may do so ourselves, or Flex may do so on our behalf. Your consent allows us and our service providers to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. This communication may include contact from companies working on our behalf to service your Account. Message and data rates may apply. You may change these texting and messaging preferences by emailing help@getflex.com.

3. Address or Name Changes

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, or phone number by notifying Flex. Requests for address or name changes may be subject to additional verification requirements.

We, or Flex on our behalf, will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you or for any delay in the receipt or delivery of any email notification. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

4. Confidentiality

You acknowledge and agree that the Issuer and Flex may, subject to applicable law, share information regarding you, your Card, your Account, your Card request and Card transaction activity as necessary to provide customer service, service the Card or your Account,

investigate and act on the Card or your Account and/or your Card- or Account-related claims and as necessary to comply with applicable law. Information about the Card, your Account, or the transactions you make with any of them may be disclosed to third parties:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of the Card for a third party, such as a Merchant;
- In order to comply with government agency, court order, or other legal, regulatory or administrative reporting requirements;
- In order to prevent, investigate or report possible illegal activity;
- In order to issue authorizations for transactions on the Card;
- If you consent by giving us your written permission;
- To service providers who help us administer and provide the Card and related Services;
- To our and Flex's employees, auditors, affiliates, service providers, or attorneys as needed;
- As permitted by applicable law;
- As necessary to fulfill our obligations under this Agreement; or
- As set forth in the Flex privacy policy and notice and Issuer's privacy policy.

5. No Warranty Regarding Goods or Services as Applicable

Flex and the Issuer are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with a Card. If you have a problem with a purchase you made with the Card, or if you have a dispute with the Merchant, you must handle it directly with the Merchant.

6. No Warranty of Availability or Uninterrupted Use

From time to time, the Services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including your Account. Please notify us immediately at help@getflex.com if you have any problems using your Card. You agree that the Issuer, Flex, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

7. Unclaimed Property

If your Account becomes inactive (e.g., if you do not use the funds in your Account or access your Account for a certain period of time), applicable law may require us to report the funds in your Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Account to a state varies by state, but usually ranges between two and five years.

8. Miscellaneous

- a. Assignment: To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your Card, or your rights or obligations under this Agreement without our prior written consent.
- b. Severability: This Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of the Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect. Neither the Issuer nor Flex waives its rights by delaying or failing to exercise them at any time.
- c. Governing Law: This Agreement will be governed by the law of the State of Connecticut except to the extent governed by federal law.
- d. Language: This Agreement was drafted in English. In the event that this Agreement, or any part thereof, is translated to a language other than English, the English-language version shall control in the event of a conflict.
- e. Section Headings: Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.
- f. Cancellation: The Issuer or Flex, on behalf of the Issuer, may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by contacting help@getflex.com. Your termination of this Agreement will not affect any of the Issuer's or Flex's rights or your obligations arising under this Agreement prior to termination. In the event your Card is canceled, closed or terminated for any reason, any remaining available funds and/or credits associated with the Card will be returned to you and/or returned to any other person that has deposited funds to your Card on your behalf.
- g. Entire Agreement: This Agreement comprises the entire agreement between you and the Issuer with respect to the above subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications.

9. Indemnification

You agree to defend, indemnify, and hold harmless Flex, Issuer, the parties with whom we contract to offer the Cards, the Account, and related services, and any parents, subsidiaries, and other affiliated companies of any of the foregoing (collectively, the "Indemnified Parties"), and all Indemnified Parties' employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

10. Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, NONE OF US, FLEX, THE PARTIES WITH WHOM WE CONTRACT TO OFFER THE CARDS, YOUR ACCOUNT, AND RELATED SERVICES, AND ANY PARENTS, SUBSIDIARIES, AND OTHER AFFILIATES OF ANY OF THE FOREGOING (THE "LIMITED PARTIES"), AND ALL LIMITED PARTIES' EMPLOYEES, CONTRACTORS, OFFICERS, AND DIRECTORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE CARDS, THE SERVICES, ANY PRODUCTS OR SERVICES PURCHASED USING A CARD, OR THIS AGREEMENT (AS WELL AS ANY RELATED OR PRIOR AGREEMENT THAT YOU MAY HAVE HAD WITH US).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE LIMITED PARTIES IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE ONE

(1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR (B) \$10.

11. Survival

The provisions related to indemnification, limitation of liability, arbitration and any other provisions necessary to give effect to a party's rights shall survive the termination of the Agreement, the bankruptcy of any party, any transfer, sale or assignment of the Card, or expiration of the Card.

E. Arbitration

1. Agreement to Arbitrate

You acknowledge that disputes between you and Flex may also be subject to an agreement to arbitrate set forth in the applicable Flex agreement or terms of service. In the event of a conflict between the arbitration provisions of this Agreement and any applicable Flex agreement or terms of service, those of the applicable Flex agreement or terms of service shall control to the extent enforceable.

You, Flex and Issuer agree to arbitrate any and all disputes arising from your attempted or actual use of the Card Services ("Dispute") before a neutral arbitrator who has the power to award the same damages and relief that a court can. For purposes of this section "Issuer" includes us, Flex, any affiliates, and parties with whom we contract in order to offer the Cards.

ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST FLEX AND ISSUER.

If any section of these arbitration provisions is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration).

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

Your agreement to arbitrate and these related terms are made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16), and not any state arbitration law.

2. Limitation on Time to Initiate a Dispute

Any action or proceeding by you relating to any Dispute must commence within 90 days after the cause of action accrues.

3. Process for Arbitration of Disputes

All disputes shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties. For a copy of the procedures, to file a claim or for other information about the AAA, contact: AAA, 335 Madison Avenue, New York, NY 10017 or at www.adr.org.

Flex will pay the initial filing fee to commence arbitration. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county where you reside. Otherwise, any arbitration hearing will occur in New York County, New York, or another mutually agreeable location.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding

and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

IF YOU DO NOT AGREE TO THE TERMS OF THESE ARBITRATION PROVISIONS, DO NOT USE THE CARD.

YOU MAY CANCEL THE CARD BY CONTACTING CUSTOMER SERVICE AT help@getflex.com.