

FLEX RENT CREDIT LINE AGREEMENT

(Effective as of July 22, 2026)

General Information: This Flex Rent Credit Line Agreement, including the Truth in Lending Disclosure, and the Arbitration Clause attached hereto as Exhibit A (unless you reject it or are a Covered Borrower) (together, the “**Agreement**”) is the agreement for your Flex Rent line of credit offered by Column N.A., a nationally chartered depository institution and a member of the Federal Deposit Insurance Corporation (your “**Flex Rent Line of Credit**” or “**LOC**”). Key terms are defined throughout this Agreement, including in the “Definitions” section, below. The words “**we**,” “**us**,” “**our**” and “**Column**” each mean Column N.A., and its successors and assigns. The word “**Flex**” collectively means Flexible Finance, Inc. and its subsidiaries, affiliates, agents, and assigns, including the company that assists Column in servicing your Flex Rent Line of Credit. We may allow Flex and/or other third parties to exercise our rights on our behalf. The words “**you**” and “**your**” each mean all persons whom we approve to use the Flex Rent Line of Credit, and any person who agrees to be responsible for payment of the Flex Rent Line of Credit. Please keep a copy of this Agreement for your records and read it carefully.

THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE (EXHIBIT A). UNLESS YOU PROPERLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE ELECT 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. THE ARBITRATION CLAUSE DOES NOT APPLY IF, AS OF THE AGREEMENT DATE, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT (“MLA”).

1. **Definitions:** The following terms as used in this Agreement mean the following:

“**Advance**” means the use of your LOC to receive loan proceeds.

“**Agreement Date**” means the date on which you accept this Agreement, which date shall typically be the date of your electronic signature or final indication of assent to the terms and conditions set forth in this Agreement.

“**Annual Percentage Rate**” or “**APR**” means the rate, disclosed as a percentage, used to calculate interest charges for your LOC, if any.

“**Available Credit**” means the amount of available credit you have under the LOC at any time. Your Available Credit generally equals the applicable Credit Limit

minus the amount of principal, interest, and fees you have outstanding at any time, provided that, for purposes of computing your Available Credit, we need not give you credit for any payments on the LOC until we are satisfied that the payment has been successful and is not subject to reversal.

“Billing Cycle” means the period of time reflected on your Statement. This period may vary in length but is approximately thirty (30) days. You will have a Billing Cycle even if a billing statement is not required.

“Covered Borrower” means a consumer who, at the time the consumer becomes obligated on a consumer credit transaction or establishes an account for consumer credit, is a covered member or a dependent of a covered member, as defined in 32 C.F.R. § 232.3(g)(2) and (g)(3). Covered members of the armed forces include members of the Army, Navy, Marine Corps, Air Force, or Coast Guard currently serving on active duty pursuant to title 10, title 14, or title 32 of the U.S. Code under a call or order that does not specify a period of thirty (30) days or fewer, or such a member serving on Active Guard and Reserve duty as that term is defined in 10 U.S.C. § 101(d)(6).

“Credit Limit” means the maximum amount of credit that can be accessed using your Flex Rent Line of Credit.

“First Payment” means a payment equal to the amount set forth in Section 8, which shall be disclosed to you in the Flex App.

“Flex App” means Flex’s mobile device software application that allows you to access your LOC and other services on a mobile device or the Flex website.

“Flex Funds Account” means your account that is held with us pursuant to your Flex Funds Account Agreement with us.

“Flex Rent Terms and Conditions” means your agreement with Flex governing your use of the Services and the Flex App, available at <https://getflex.com/terms>.

“Flex Website” means Flex’s website at www.getflex.com that allows you to access your LOC and certain services online.

“Landlord” means a landlord, property management company, or other entity to which you may owe Rent that we approve and that agrees to accept Rent payments through the Services.

“Line Balance” means the total amount you owe us.

“Monthly Membership Fee” means the Monthly Membership Fee set forth in the TILA Disclosures.

“Payment Due Date” means the date shown on each Statement by which you must pay at least the Total Due shown on such Statement.

“Rent” means rental payments pursuant to a lease or rental agreement for the right to occupy and use premises for residential purposes and associated fees, such as management or utilities fees.

“Services” means the Flex Rent Line of Credit and associated services.

“Split Fee” means the transaction fee set forth in the TILA disclosures that applies to each Advance.

“Statement” means a periodic billing statement we will provide to you if and as required by applicable law.

“TILA Disclosures” means the Truth in Lending Act Disclosures provided to you.

“Total Due” means the minimum amount you must pay us by the applicable Payment Due Date for your LOC to remain in good standing. Your Total Due will be shown on each Statement.

2. **Acceptance and Use of This LOC; Promise to Pay:** By signing this Agreement, you agree to and accept the terms of this Agreement, as such terms may be changed from time to time by us.

You may only use your LOC to pay Rent. You may only use your LOC for personal, family, or household purposes, and not for any business, commercial, or investment purpose. Advances will be disbursed by us directly to your Flex Funds Account or your approved Landlord and may not be used for any other purpose.

If you are not in breach of your obligations under the Agreement, you may generally obtain Advances from the Flex Rent Line of Credit from time to time, up to but not exceeding the Credit Limit and subject to your Available Credit and the terms of this Agreement. You promise to pay us the amount of all Advances, interest, fees, and other amounts drawn on your LOC. You may not obtain Advances except as set forth below in Section 5. We may refuse to authorize an Advance for any reason or no reason in our sole discretion, including, without limitation, if we reasonably suspect that the request for an Advance is fraudulent or suspicious, 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. **Credit Limit:** We will assign you a Credit Limit on your LOC. Your Credit Limit will appear in the Flex App or on your Statement as a spend limit. You agree we may change your Credit Limit at any time subject to applicable law. You agree never to use your LOC when the use would exceed your Credit Limit, and that we are not obligated to extend credit to you for an amount that would cause your outstanding balance to exceed your Credit Limit, or for any amount if your outstanding balance is already over the Credit Limit.

You are responsible for keeping track of any applicable Credit Limits and the related Available Credit. You agree that we may obtain current credit bureau reports or ask you about your current financial situation when determining your eligibility for the LOC or from time to time to review your account for a Credit Limit adjustment. When you make a payment under the LOC, we may defer adjusting the amount of Available Credit until we confirm that the payment has been made with good funds.

If you make a transaction that would cause you to exceed your Credit Limit, we may (a) allow the transaction without increasing your Credit Limit; (b) allow the transaction without increasing your Credit Limit and treat that amount as due on the applicable Payment Due Date, or (c) refuse the transaction. If we permit an Advance that causes an over-limit condition, it does not mean that we will do so again in the future. You will pay any amount(s) which exceeds your Credit Limit, upon demand. If any part of our processing system is not working, we may not be able to permit a transaction, even if you have sufficient Available Credit for transactions. We will not be liable to you if this happens.

4. **Illegal Activities:** You agree not to use your LOC proceeds for any illegal purpose or to engage in any illegal activities, including, but not limited to, certain internet gambling. If you use your LOC proceeds to engage in any illegal activity, you understand that you will nevertheless be liable for any resulting transactions made by use of your LOC, and any related interest and fees.
5. **Obtaining Advances:** You may obtain an Advance to pay your Rent through the Flex App for disbursement to your Flex Funds Account through an intra-institutional fund transfer or any other methods we make available. We are not responsible for any delays that may occur due to circumstances beyond our reasonable control. The amount of any new Advance will be added to your Line Balance. Advances cannot exceed your Credit Limit or Available Credit.
6. **Declined Transactions:** We are not responsible if a Rent payment is not successfully remitted or approved, either by us or by a third party, even if you have sufficient Available Credit. We may decline to authorize any Advance or

LOC 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 LOC, we may suspend your access to the LOC 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.

7. **Cancelling Advances:** You may request a cancellation of the Flex Rent Line of Credit or a scheduled Advance on your Flex Rent Line of Credit without any fee or penalty, provided that you provide us with at least three (3) business days' advance notice of the date your Rent payment is scheduled to be paid to your Landlord to cancel so that we can stop any scheduled payment of Rent to your Landlord.
8. **Rent Payments; First Payments:** To access the LOC to pay your Rent each month, you must make a First Payment. The First Payment amount is determined by the difference between the total Rent obligation and the amount of monthly Advances drawn on your LOC, plus your Monthly Membership Fee, and a processing fee. Your First Payment must be deposited into your Flex Funds Account by the fifth (5th) calendar day of each calendar month in which you access the LOC to pay your Rent.

Your First Payment may be subject to additional fees, including a credit card surcharge. Please note that your First Payment amount may vary month to month due to variations in the amount of credit available, changes in your Rent amount, or other fees charged by your Landlord or other third parties in connection with paying your Rent (e.g., changes in your utilities owed).

IF YOU DO NOT MAKE THE FIRST PAYMENT IN A GIVEN MONTH, YOU WILL BE UNABLE TO ACCESS THE LOC TO PAY YOUR RENT IN THAT MONTH. In the event that the First Payment is returned or is otherwise unsuccessfully deposited into your Flex Funds Account, you agree to arrange for alternative payment or repayment of such First Payment to your Flex Funds Account.

Pursuant to the Flex Funds Account Agreement, you expressly authorize us to combine your First Payment with your LOC proceeds to pay your Rent to your Landlord on your behalf, and further authorize us to make these payments through any payment portal required by your Landlord. In providing you this service, you acknowledge and agree that we have no knowledge of, and are not

responsible for, a violation of any contractual obligations you may have with your Landlord, including the Landlord's terms of use.

9. **Interest Calculation; Balances Subject to Interest Rate:** We may charge interest on your LOC as set forth in the TILA Disclosures.
10. **Covered Borrowers:** The MLA provides protections for Covered Borrowers. The provisions of this section apply only to Covered Borrowers.
 - a) **Statement of Military APR:** 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 dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specific credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
 - b) **Oral Disclosures:** Covered Borrowers may receive an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation by calling us toll-free at the following phone number: 888-891-8831.
 - c) **Notwithstanding any other provision of this Agreement, the Arbitration Clause set forth in Exhibit A hereto does not apply to Covered Borrowers.**
11. **Fees:** You agree to pay us the fees outlined below (together, "Fees").
 - a) **Monthly Membership Fee:** We will assess a Monthly Membership Fee in the amount set forth in the TILA Disclosures for each month that your LOC is open. If you access the LOC to pay your Rent in a particular month, the Monthly Membership Fee will be included in your First Payment, in accordance with Section 8. If you do not access the LOC to pay your Rent in a particular month, the Monthly Membership Fee will be charged to your LOC. To remain eligible to use the LOC, you must be a subscribing member of Flex in good standing, including paying any monthly membership fee or other fees you may owe under your agreements with Flex. Please see the Flex Rent Terms and Conditions for more

information on your Flex membership, including information regarding canceling your membership. If you cancel your Flex membership or your membership is no longer in good standing, your LOC 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.

- b) **Split Fee:** We will assess a Split Fee in the amount set forth in the TILA Disclosures for each Advance on your LOC. The Split Fee will be added to your Line Balance and not deducted from the proceeds of your Advance. This fee is a finance charge.
- c) **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.
- d) **Document Copies and Other Convenience Fees:** If you request a paper copy of a document not in connection with a billing error or if you request any other special services, including a paper statement, we may charge a fee to your LOC, subject to applicable law. Before we do, we will disclose the fee to you at the time of your request.
- e) **No Late Fee:** There are no late fees associated with the LOC.
- f) **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, we will tell you the amount of the fee at the time you request the applicable service.

12. **Total Due; Making Payments:**

- a) **Payment Due Dates:** Your Payment Due Date will be the date shown on each Statement by which you must pay at least the Total Due shown on such Statement.
- b) **Total Due:** You may pay all or part of your LOC balance at any time. Each Billing Cycle, you must pay the Total Due shown on your monthly Statement IN FULL by its Payment Due Date. Your Statement will be available to you before your Total Due is due as required by law. To determine the Total Due, we begin with the outstanding balance on your LOC at the beginning of each Billing Cycle, referred to as the "Previous Balance" on the Statement, if any, and then add any new Advances, interest, charges, and fees and subtract any credits or payments credited as of that Billing Cycle. Your Total Due excludes charges and fees that are not financed by or imposed as part of your LOC, such as the First

Payment, Monthly Membership Fee, and the processing fee.

YOU MUST PAY THE TOTAL DUE IN FULL BY THE END OF EACH CALENDAR MONTH OR YOU MAY BE UNABLE TO ACCESS THE LOC TO PAY RENT OR ACCESS THE SERVICES IN THE FOLLOWING MONTH.

- c) **Receipt of Payments:** You agree to make your payments only in U.S. dollars and drawn on funds on deposit in the United States by (1) paying via debit card or any other method we make available to you; or (2) paying by a transfer from your Flex Funds Account, if applicable. In order to be credited as of a particular day, your payment must be received in the form and by the hour specified in those instructions. Do not send cash payments. Payments received in proper form and as specified in this Agreement or your Statement by 7:00 PM Pacific Time on a business day will be credited to your LOC as of that day; provided, however, that in our sole discretion, we may delay increasing your Available Credit by the amount of any payment until we determine that your payment has been indefeasibly collected. We reserve the right to reject any payment that will create or increase a credit balance on your LOC as of the date we receive the payment. We will not pay interest on any credit balance on your LOC.
 - d) **No Cash, Checks and Electronic Conversions:** We do not accept payment by check or cash. Any attempt to mail us repayment by check or of cash will be sent back to the address we have on file for you. We are not liable if you do not receive the returned funds.
 - e) **Payment Application:** We will allocate payments and other credits in our sole discretion, subject to applicable law. We will allocate your Total Due or payments in lesser amounts in our sole discretion. We do so based on the balances in your last Statement. The method we use to allocate payments may result in your paying higher periodic interest, if any.
13. **Irregular Payments:** We may accept late payments, partial payments, disputed payments or payments marked with restrictive writing, such as "Paid in Full" or similar language, without losing any of our rights under the Agreement. If you wish to make a payment in satisfaction of a disputed amount or balance, you must send it to help@getflex.com with a letter of explanation. Despite any such language, we may deposit such a payment without such deposit satisfying the amount in dispute or otherwise affecting our right to receive payment in full.

14. **No Prepayment Penalty:** You may prepay a portion of your Line Balance or your full outstanding Line Balance at any time without penalty.
15. **Credit Balance:** You may request a refund of any credit balance. If you do not request a refund, we will apply any credit balance to new charges or other amounts you owe to us.
16. **Loan Charges:** If a law applicable to your LOC is interpreted such that the interest or other loan charges collected or to be collected in connection with your LOC exceeded or exceeds the maximum permitted limit, then: (a) any such charge will be reduced to the maximum permitted limit; and (b) any amounts in excess of the maximum permitted limit collected from you 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.
17. **Accuracy of Landlord Information:** You are responsible for ensuring the accuracy of all information you provide about your Landlord and Rent, including, but not limited to, the Landlord's name, your Rent payment portal login credentials, or other similar information provided by you to us and/or Flex related to Landlord accounts to which you are directing us to deliver the proceeds from the Flex Rent Line of Credit (each a **"Directed Account"**). 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.
18. **Closing or Freezing the Flex Rent Line of Credit; Termination:** You may request to close your Flex Rent Line of Credit at any time in the App or by notifying us in writing at help@getflex.com that you wish for your Flex Rent Line of Credit to be closed and by paying your Line Balance in full. In the event that your LOC is deemed inactive because you do not have a Line Balance, have not taken Advances, or have not made payments for an extended period of time or have otherwise not complied with the terms of this Agreement, your LOC may be frozen or paused (or a similar action may be taken) until you supply additional information, which could include verification of your continued income, employment, and ability to repay. If your LOC is frozen or paused for inactivity, you will not be able to take Advances until you provide the additional documentation or information required. We will provide you with advance notice prior to freezing your LOC for inactivity in accordance with applicable law.

Your obligations on the LOC will continue even though we have closed your LOC. We may close your LOC or suspend your ability to use your LOC or otherwise cancel or limit this Agreement at any time for any reason or no reason, and without notice to you, subject to applicable law.

As permitted by applicable law, we may (a) terminate this Agreement and/or your ability to obtain an Advance at any time or (b) grant, modify, or deny credit or the LOC for any reason whatsoever that we deem appropriate. If we determine in our sole discretion that you have committed fraud or made a misrepresentation in connection with your registration for the Services or any application or request for a Flex 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 or Flex, we will have all remedies authorized or permitted by this Agreement and applicable law.

19. **Amendments:** Subject to applicable law, we may change the terms of this Agreement for any reason or no reason, and in any respect, by adding, deleting, or modifying any provision, including APRs, fees, the calculation of Total Due, and other terms. In certain circumstances, when we are required by law to notify you of changes to the terms of this Agreement, we will do so. In other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. We will provide you advance notice of any changes to the Arbitration Clause. You will have the opportunity to reject the changed Arbitration Clause within forty-five (45) days of receiving the notice of changes. Changes will not apply to existing outstanding balances except where permitted by applicable law. We can update any address or telephone number provided in this Agreement, but we will notify you if we do so.
20. **Events of Default:** We may declare you to be in default under this Agreement, to the extent permitted by law, if any of the following events occur: (a) you fail to pay any Total Due on or before its Payment Due Date; (b) you fail to pay the Monthly Membership Fee by the applicable due date; (c) you breach any other term of this Agreement or any other obligation or agreement you have or will have with us, Flex, or any of our affiliates; (d) you die, are legally declared incompetent or incapacitated, or become insolvent; (e) a petition is filed or other proceeding is started under the federal Bankruptcy Code or any state insolvency statute by or against you; (f) a receiver is appointed or a writ or order of attachment, levy, or garnishment is issued against you or any of your property assets or income; (g) we believe, in good faith, that the likelihood of your paying or performing all your obligations under this Agreement is impaired; (h) you permanently reside outside the United States of America; (i) any other creditor tries by legal process

to take money of yours, including funds in our possession; or (j) you make a fraudulent, false, or misleading statement in your LOC application or otherwise in connection with any other obligation or agreement you have with us, Flex, or any of our affiliates.

IDAHO, IOWA, KANSAS, MAINE, AND SOUTH CAROLINA RESIDENTS

ONLY: We may declare you to be in default if you fail to make a payment in full within ten (10) days after its Payment Due Date or if the prospect of your payment or performance is significantly impaired (for Iowa residents, if, following an event of default, the prospect of your payment is materially impaired). We have the burden of establishing the impairment of such prospect of payment or performance.

WISCONSIN RESIDENTS ONLY: We may declare you to be in default: (a) if you permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than ten (10) days after its scheduled due date or deferred due date, or if you fail to pay the first payment or last payment within forty (40) days of its scheduled due date or deferred due date; or (b) if you fail to observe any other provision of this Agreement, the breach of which materially impairs your ability to pay the amounts due under the Agreement.

21. **Remedies on Default:** If you are in default, we may (a) declare all or any part of the total outstanding balance on your LOC to be immediately due and payable; (b) terminate or suspend your LOC and/or your ability to request additional Advances; (c) reduce your Credit Limit; (d) commence an action for the collection of all amounts owed in connection with this Agreement; and (e) subject to applicable provisions of law, charge you all reasonable collection expenses incurred by us in the collection of amounts you owe under this Agreement, including fees of attorneys, court costs (including costs incurred in bankruptcy and appellate court proceedings), and fees of any collection agency to which we refer your LOC.
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 Advance; and (f) you will not use the

proceeds of any Advance to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous educational expenses, or room and board.

23. **Auto-Payments to Your Landlord:** If you default, we will suspend the automatic disbursement of all Advances to your Landlord. If those payments are suspended, you must contact us directly by emailing help@getflex.com to reinstate; however, you will only be eligible to use the Services once your account is current. IF YOUR AUTO-PAYMENTS FROM THE LOC ARE SUSPENDED, YOU ARE RESPONSIBLE FOR MAKING DIRECT PAYMENTS TO YOUR LANDLORD. In order for you to be eligible for a timely reinstatement after any suspension, please ensure you pay all amounts due by the last day of the calendar month before you wish to use the LOC to pay your Rent.
24. **Waiver:** We may delay or waive enforcing our rights under applicable law or this Agreement without losing them. A waiver of rights by us shall not be deemed to be a waiver of other rights or of the same rights at any other time.
25. **Transfer of Flex Rent Line of Credit:** You cannot transfer or assign your LOC or your rights under this Agreement to any other person, and any attempt to do so is automatically void and of no legal effect. You understand and agree that we may transfer or assign all or any part of your LOC balance and/or our rights under this Agreement at any time and without notice to you.
26. **Liability for Flex Rent Line of Credit:** Except as otherwise noted herein, you are liable for all amounts due under this Agreement regardless of who receives benefit from the LOC.
27. **Credit Reports and LOC Information:** You give us and Flex permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this LOC and subsequently, in connection with any product upgrades or any updates, renewals, credit limit increases or extensions of credit, or reviewing or collecting your LOC (this may include, for example, information to verify current credit standing, address, rent history, employment, assets, and income records). You also authorize us and/or Flex to obtain reports on you, including consumer reports from consumer reporting agencies, and to use such reports to market to you other products and/or services.

You also authorize us and Flex to report information concerning you or your LOC, including information about your performance under this Agreement, to consumer

reporting agencies and others who may properly receive such information. **We may report information about your Flex Rent Line of Credit to credit bureaus. Late payments, missed payments, or other defaults on your LOC may be reflected in your credit bureau report. If you believe that any information that we have reported to a credit bureau is inaccurate or incomplete, you may contact us at help@getflex.com. In your written request, you must: (a) provide your name and account number; (b) identify the specific information that is being disputed; (c) explain the basis for the dispute; and (d) provide any supporting documentation you have that substantiates the basis of the dispute. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing.**

If you believe that you have been the victim of identity theft, you may submit an identity theft report and affidavit to us at help@getflex.com.

28. **Change of Contact Information:** You agree to notify us promptly if you change your name, address, telephone number, email address, or any other contact information at help@getflex.com. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information subject to applicable law. If any Statement is returned to us because of incorrect information, we may stop sending Statements to you until the correct information is provided to us, but for all purposes it shall be considered as if we made your Statement available to you as of the Statement date that was or would have been printed on your Statement, subject to applicable law. If you change your residence, you must confirm that your Landlord accepts Flex so you may continue to access your LOC to pay your Rent in your new residence by contacting us at help@getflex.com.
29. **Telephone Communication Monitoring and Contacting You:** You expressly consent to be contacted by us, and for purposes of this section, by our respective agents and representatives, including Flex, using automated telephone dialing, artificial or prerecorded voice message systems, text messaging systems and electronic mail ("email") to provide messages to you about scheduled payments, missed payments, suspected misuse of your LOC, servicing, and other important information regarding this Agreement, your LOC, and your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, or displayed on a mobile device, whether viewed by you or someone else. These messages may also be recorded by your answering machine. You give us your permission

to call or send a text message to any telephone number you have given us or Flex, or you give to us or Flex in the future, and to play pre-recorded messages or send text messages with information about this Agreement, your LOC, and your relationship with us over the phone. You also give us and Flex permission to communicate such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or internet services. You agree that neither we nor Flex will be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls, texts, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber, or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. To the extent permitted under applicable law, you expressly authorize us and Flex to monitor and record your calls with us. You agree that this authorization constitutes a bargained-for exchange. To the extent you have the right under applicable law to revoke this authorization you agree you may do so by emailing us at help@getflex.com or by any other reasonable means. You may revoke consent to automated texts by replying STOP or similar to any text we send.

30. **Privacy:** Our Privacy Notice (available at <https://column.com/legal/privacy-notice>) 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.
31. **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.
32. **Communications Under Federal Bankruptcy Code:** Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing,

must include your name and account number, and must be sent to help@getflex.com.

33. **GOVERNING LAW; CLASS ACTION WAIVER:** EXCEPT AS SET FORTH IN THE ARBITRATION CLAUSE (EXHIBIT A), THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR FLEX RENT LINE OF CREDIT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF THE STATE OF CALIFORNIA, WHERE WE AND YOUR FLEX RENT LINE OF CREDIT ARE LOCATED AND FROM WHICH WE EXTEND CREDIT TO YOU, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE FLEX RENT LINE OF CREDIT. YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.
34. **Waiver of Jury Trial:** You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Clause below, which has its own separate jury trial waiver. This waiver does not apply if you are a Covered Borrower under the MLA at the time this LOC is established.
35. **Enforceability:** Subject to and except as otherwise provided in the Arbitration Clause, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court of agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.
36. **Agreement in Writing:** This Agreement (including this Flex Rent Credit Line Agreement and the TILA Disclosures), is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral 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 LOC.
37. **Unsecured Line of Credit:** Notwithstanding any language in any agreement to the contrary, your LOC and this Agreement, and your obligation to pay amounts

due under this Agreement, are not secured, and any security interest which might otherwise exist with respect to the LOC or Agreement is hereby waived by us.

38. **ARBITRATION CLAUSE:** The Arbitration Clause in Exhibit A is hereby incorporated by reference in this Agreement.

39. **BILLING RIGHTS SUMMARY**

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: Column N.A. c/o Flexible Finance, Inc., Attn: Billing Statement Dispute, 228 Park Ave S # 75995, New York, NY 10003-1502 or help@getflex.com. In your letter, give us the following information:

- **Line information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **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*. 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.

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 or not 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 interest on 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 interest or 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 interest and 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 above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

40. **Flex Services:** You acknowledge and agree that Flex is the servicer on your account and may perform services on our behalf in connection with your account, including evaluating your loan requests, servicing your LOC, and other aspects of your relationship with us. You also understand and acknowledge that we may share with Flex any information you provide to us in connection with this Agreement to provide such services.

41. **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 LOC.
42. **Notices:** All notices and other communications to you hereunder may be given by email to your registered email address or posted to your account in the Flex App, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have control of such accounts 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. You also agree to update your registered residence address and telephone number on the Services if they change.
43. **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).
44. **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.
45. **Miscellaneous:** The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.
46. **Additional Disclosures**

ALL BORROWERS, INCLUDING CALIFORNIA AND UTAH BORROWERS:

You agree that we and Flex may access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing 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 CALIFORNIA BORROWERS: A married applicant may apply for a separate account.

ALL BORROWERS, INCLUDING IOWA, MISSOURI, NEBRASKA, AND TEXAS RESIDENTS: ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICE TO ALL BORROWERS, INCLUDING KANSAS RESIDENTS: **NOTICE TO CONSUMER:** 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.

NOTICE TO MASSACHUSETTS RESIDENTS: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

NEW HAMPSHIRE RESIDENTS: You shall be awarded reasonable attorneys' fees if you prevail in any legal action you bring against us or that we bring against you. If you successfully assert a partial defense, set-off, or counterclaim against us in an action that we bring against you, the court or arbitrator may withhold from us the entire amount or such portion of the attorneys' 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.

NEW JERSEY RESIDENTS: The section headings of the Agreement are a table of contents and not contract terms. You agree to pay our reasonable attorney's fees, up to twenty percent (20%) of outstanding principal and fees, paid in the collection of this account to an attorney who is not our employee. Provisions of this Agreement that refer to acts or practices that apply as permitted by, or except as prohibited by, applicable law are applicable to New Jersey residents only to

the extent that such acts or practices are permitted by New Jersey or Federal law.

NEW YORK, RHODE ISLAND, AND VERMONT RESIDENTS: You understand and agree that we may obtain a consumer credit report in connection with any updates, renewals or extensions of any credit as a result of your application. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any extension of credit made to you or for other legitimate purposes related to such extension of credit.

OHIO RESIDENTS: 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.

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: **YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT PURSUANT TO UTAH CODE ANN. § 70C-3-104.**

MARRIED WISCONSIN RESIDENTS: If you are married: (i) you confirm that this LOC is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral statement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before 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; and (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the LOC for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at Column N.A., c/o Flexible Finance, Inc., 228 Park Ave S # 75995, New York, NY 10003-1502 or help@getflex.com.

Exhibit A

THIS ARBITRATION CLAUSE (“CLAUSE”) IS IN THE FORM OF QUESTIONS AND ANSWERS TO MAKE IT EASY TO GRASP. THE PARTIES AGREE IT IS LEGALLY BINDING.

Q1. What is an arbitration (or “Arb,” for short)? **An alternative to a court case.** In an Arb, a neutral third party (“**Neutral**”) decides claims without a judge or jury. The hearing is private. It is usually less formal and faster than a lawsuit. It can save legal fees. It involves limited pre-hearing fact-finding and limited appeals. Courts rarely reverse Arb awards.

Q2. Can you opt out of this Clause? **Yes, within forty-five (45) days.** If you do not want this Clause to apply, you must send us a signed notice within forty-five (45) days after receipt of the Agreement Date. You must send the notice in writing to help@getflex.com (or any address we later provide you for receipt of notices) (the “**Arbitration Notice Address**”). Give us your name and address. State that you opt out of the Arb Clause.

Q3. What is this Clause about? **Your and our agreement to decide certain “Claims” through Arb.** Generally, either you or we may elect to resolve any “**Claim**” (as defined in Q5) through an individual Arb or, for certain “Mass Claims” (as defined in Q8), a “**Group Arb**” (as defined in Q17f).

Q4. Who does this Clause cover? **You and us.** This Clause governs you and us. But, solely as used in this Clause, the words “**we**,” “**us**,” and “**our**” include: (1) Column; (2) Flex; (3) any servicer or any agent acting on behalf of Column or Flex; (4) the parents, subsidiaries, affiliates, assignees, and successors of the companies named in (1)–(3); (5) the employees, directors, officers, shareholders, members, and representatives of the companies named in (1)–(4); and (6) any person or company that is named in a Claim you pursue at the same time you pursue a related Claim against us, such as a credit reporting agency, or a servicing company or a debt collector.

But, this Clause does not apply if you opt out (see Q2) or if you are a Covered Borrower under the MLA and the Flex Rent Credit Line Agreement is subject to (and not exempt from) the MLA.

Q5. What Claims does this Clause cover? **All legal claims (except certain claims about this Clause).** This Clause governs all “**Claims**” between you and us that a court would normally decide. The word “**Claims**” has the broadest reasonable meaning.

“**Claims**” includes claims based on contract, statute, ordinance, rule, regulation, or constitution. It includes tort claims (including fraud and intentional tort claims).

“Claims” includes claims for money, injunctions, or other equitable or declaratory relief. It includes direct claims, counterclaims, and crossclaims.

“Claims” includes claims related to the validity of the Flex Rent Credit Line Agreement as a whole.

But, “Claims” does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. All such disputes are for a court and not a Neutral to decide. Also, “Claims” does not include claims under the federal Servicemembers Civil Relief Act.

Q6. What must you or we do before starting a lawsuit or Arb? Give a written Claim Notice and try to settle the Claim. Before starting a lawsuit or Arb, the party with a Claim (the **“Claimant”**) must give the other party (the **“Responder”**) written notice of the Claim (a **“Claim Notice”**). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts, the requested relief, and how such relief was determined. (For example, for \$2,700 of Claims, you might say that you were charged \$200 too much, incurred \$500 of medical bills, and \$1,000 of pain and suffering and are entitled to \$1,000 of punitive damages.)

If you are the Claimant, you must send the Claim Notice in writing to us at the Arbitration Notice Address. You and any lawyer you have personally hired must physically sign the Claim Notice. You must give your full name and a phone number for you or your lawyer. By signing the Claim Notice, you certify that any facts set forth in the Claim Notice are true and not misleading. By signing the Claim Notice, your lawyer certifies that your lawyer has made a reasonable review of the facts set forth in the Claim Notice and believes them to be true and not misleading.

If we are the Claimant, we may send a Claim Notice to you at any mail or email address we have for you in our records. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Responder must try to settle the Claim on an individual basis and without filing a lawsuit or Arb for at least thirty (30) days (the **“Pre-Filing Period”**). During the Pre-Filing Period, at the request of either party, you and we must participate personally in a meeting (a **“Meet-and-Confer”**) in person, online, or by conference call. The Meet-and-Confer will be limited to Claims between you and us. If you have counsel, your counsel must participate in the Meet-and-Confer. **But, you will still need to be personally present for the Meet-and-Confer.** We may participate through any of our representatives, including in-house or outside counsel. If you are a Claimant with a Mass Claim (a **“Mass Claimant”**), your lawyer may give a single Claim Notice for you and other Mass Claimants but you still need to engage personally in a Meet-and-Confer upon our request.

If you are represented by a lawyer, your lawyer must certify whether or not your lawyer knows or has good reason to believe that your Claim will be a “Mass Claim.” If so, or if it is later determined that the Claim is a Mass Claim, the Mass Claim will be subject to Q17 and its further pre-filing requirements.

The Claimant may not start an Arb until the Claimant complies in full with this Q6. This includes: (a) giving a Claim Notice; (b) trying to settle the Claim in good faith; (c) upon request, participating personally in a Meet-and-Confer on an individual basis; and (d) for Mass Claims, complying with Q17.

If we give written notice that you have not complied with this Q6, no company managing the Arb (“**Arb Company**”) may accept your Arb filing or proceed under this Clause unless you obtain a court order (no longer subject to appeal) that authorizes the filing. If you do not comply with this Q6, you agree that we are entitled to an injunction and/or money damages for our Arb filing fees and our reasonable legal fees and costs to enforce this Q6.

Q7. What happens next? The Claimant may file a lawsuit or an Arb. If the Claimant has complied with Q6 but the parties do not reach an agreement to settle a Claim during the Pre-Filing Period, the Claimant may start a lawsuit or Arb, subject to Q17. To start an Arb, the Claimant must follow the rules of the Arb Company you choose (collectively and as amended and/or supplemented, the “**Arb Company Rules**”). See Q9.

If the Claimant starts or threatens a lawsuit, the Responder may demand an Arb instead. The Responder may make this demand in court papers. Also, the Responder may make this demand if the Claimant starts a lawsuit on an individual basis and then tries to pursue a class action. Any lawsuit must stop at once if the Responder makes an Arb demand.

Q8. What are “Mass Claims”? **Mass Claims happen when at least 25 Mass Claimants with common (or cooperating) counsel give Claim Notices within one hundred and eighty (180) days.** “Mass Claims” are Claims that meet the following conditions:

- a. The Mass Claimants are represented by the same counsel and/or counsel working together (“**Mass Claims Counsel**”).
- b. The Mass Claimants or Mass Claims Counsel give Claim Notices for at least 25 Mass Claimants within one hundred and eighty (180) days of the first such Claim Notice. But a Claimant who hires Mass Claims Counsel and gives a Claim Notice after this one hundred and eighty (180) day period is still a “**Mass Claimant**” asserting “**Mass Claims**.” Such Mass Claimant is subject to Q17 to

the same extent as Mass Claimants who give their Claim Notices within the initial 180-day period.

A Claim may be a Mass Claim even if it is unknown at first that the Claim is described in Q8b. For example, the first 24 Claim Notices with common Claimant Counsel will be Mass Claims subject to Q17 if Claimant Counsel gives another Claim Notice within one hundred and eighty (180) days of the first such Claim Notice. Disputes over whether Claims Notices trigger Q17 will be decided by the Arb Company, by a Neutral appointed by the Arb Company to decide process issues (a “**Process Neutral**”) or by a court—not by individual Neutrals in separate Arbs.

Q9. Who manages the Arb? What rules apply? Usually, AAA or NAM will manage an Arb under its rules. The Arb Company will be either:

- The American Arbitration Association (“**AAA**”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.
- National Arbitration and Mediation (“**NAM**”), 122 East 42nd Street, Suite 803, New York, NY 10168, www.namadr.com.
- Any other company picked by agreement of the parties.
- If all the above options are unavailable, an Arb Company picked by a court.

Arbs are conducted under this Clause and the Arb Company Rules in effect at the time the arbitration is commenced. For AAA, these include AAA’s Consumer Arbitration Rules and, if applicable, the AAA Consumer Mass Arbitration Rules. For NAM, these include NAM’s Comprehensive Dispute Resolution Rules and Procedures and NAM’s Supplemental Rules for Mass Arbitration Filings. But, Arb Company Rules that conflict with this Clause do not apply.

The Neutral will be chosen under the Arb Company Rules. But, the Neutral must be a retired judge or a lawyer with at least ten years of experience unless you and we otherwise agree.

No Arb brought on a class basis may be managed or conducted without our consent by any Arb Company or Neutral who would permit class Arb under this Clause.

Q10. Can a Claimant bring Claims in court? Sometimes. The Claimant may bring a lawsuit if the Responder does not demand an Arb. Also, some Claims for a public injunction may be brought in court. See Q13. Finally, either party may start or require that a small claims court decide any individual Claim that such court may hear under its rules. The judge hearing such a Claim will be treated as the Neutral under this Clause.

The judge's decision will be treated as an Arb award under this Clause. The small claims court will conduct its hearing under its own rules (and not the Arb Company Rules). But, appeals of a small claims court decision will be governed by this Clause and not the rules that usually govern such appeals.

Q11. Are you giving up any rights? Yes. If you start an Arb or we demand an Arb of a Claim you bring in court, you give up your right to: (a) have a court or jury decide the Claim; (b) bring the Claim as a private attorney general or representative of other parties; (c) without our consent and except for Group Arb, join the Claim with claims of other consumers; or (d) engage in a class action or class Arb. But, see Q13 as to public injunctive Claims.

Q12. Can you start a class Arb? No. The Neutral may not decide any Claim on a class or representative basis.

Q13. What happens if part of this Clause is invalid? It depends. You must give us written notice and at least thirty (30) days to cure any problem that might prevent an Arb of a Claim. See Q26.

- a. If any part of this Clause is held invalid, generally the rest of this Clause will continue to apply.
- b. But, if a court rules that the Neutral can decide a Claim on a class or other representative basis and the ruling becomes final after all appeals, only this Q13b will apply and the remainder of this Clause will be void.
- c. And, if you bring a Claim for public injunctive relief and a court enters an order, not subject to further appeal, that the limits on representative Claims are invalid regarding such Claim, such Claim will be decided in court and any individual Claims for monetary relief will be arbitrated. In such case, the parties will ask the court to stay the Claim for public injunctive relief until a court has entered the Arb award as to individual relief.

Q14. In sum, what options do you have to assert Claims against us? Most Claims are subject to an Arb. All Claims subject to this Clause must be decided in: (a) an individual Arb; (b) a lawsuit if the Responder does not demand an Arb; (c) an individual action in small-claims court, with the judge acting as the Neutral; or (d) a lawsuit that solely addresses a Claim for public injunctive relief, as provided in Q13.

Q15. What law applies? The Federal Arb Act ("FAA"). The Flex Rent Credit Line Agreement involves interstate commerce. Thus, the FAA governs this Clause. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor

statutes of limitation and privilege rights. As to punitive damages, the Neutral must honor constitutional standards that apply in court.

Q16. Will anything you do make this Clause invalid? **No.** If you do not opt out and the MLA does not apply, this Clause will stay in force even if you: (1) cancel the Flex Rent Credit Line Agreement or LOC; (2) default or pay the LOC in full; or (3) become insolvent or bankrupt.

Q17. How are Mass Claims resolved? **Per special terms involving Initial Arbs, mediations and/or Group Arbs.** In some cases, Mass Claims may make individual Arbs impractical or too costly. Q17 addresses this problem. It seeks to resolve Mass Claims as fairly and quickly as possible, at low cost. **Q17 applies to all Mass Claims despite any language in this Clause to the contrary.**

- a. **If you or Claimant Counsel know or have good reason to believe that there are or will be Mass Claims, you must comply with Q6 and the pre-filing terms of this Q17 before filing any lawsuit or Arb. Except per this Q17, you may not file any Mass Claim in a lawsuit or Arb. If you do, you will be liable for the Arb Company's filing fees, costs of enforcing this Q17 and other damages caused by your breach.**
- b. At any time, either we or the Mass Claimants (the two "**Sides**") may require the Arb Company to appoint a Neutral ("**Process Neutral**") to decide any scheduling, discovery or other process issues the two Sides cannot resolve through discussion. Decisions of the Process Neutral are not subject to appeal.
- c. You may not file any Mass Claim in court or an Arb until two hundred and ten (210) days run from the first delivery of a Claim Notice by a Mass Claimant or, if earlier, until Mass Claims Counsel certifies in writing that the Pre-Filing Period has run for all or substantially all the Mass Claims.
- d. Once this no-filing period ends, each Side will select up to 10 Mass Claims for individual Arbs under this Clause ("**Initial Arbs**"). This will help the two Sides test the strength of the Mass Claims.
- e. Soon after all Initial Arbs have ended (or sooner if both Sides agree), both Sides will engage in a single mediation of all remaining Mass Claims. For any mediation, we will pay the mediator fees. If the two Sides cannot agree on a mediator within thirty (30) days, the Arb Company, a Process Neutral or a court will appoint the mediator. Both Sides must cooperate to schedule a mediation soon after the mediator is appointed.

- f. If the two Sides do not settle all Mass Claims within thirty (30) days after the end of the mediation, within sixty (60) days after the end of the mediation each Side must give written notice to the other Side: (i) identifying each common issue of law or fact (“**Common Issue**”) believed by such Side to relate to the Claims of the remaining Mass Claimants (the “**Remaining Claimants**”); and (ii) stating that, except for any such Common Issue(s), there are no additional Common Issues. All Common Issues shall be resolved through Arbs (“**Group Arbs**”) between us and groups of Mass Claimants (“**Qualifying Groups**”). **Common Issues may only be resolved in Group Arbs.**
- i. The two Sides must try in good faith to agree: (A) on what Common Issues exist and whether Group Arbs are warranted; (B) if so, how many Remaining Claimants, not more than 25, should be in each Qualifying Group; and (C) how Mass Claimants should be assigned to Qualifying Groups. Unless we agree otherwise, the amount of money we have offered to settle the Claims of the Remaining Claimants in any single Group Arb shall not exceed \$100,000. If the two Sides cannot agree on the above matters in this Q17f.i within thirty (30) days, a Process Neutral will decide.
- ii. Before the start of any Group Arb, the two Sides will ask both AAA and NAM how much they will charge for Group Arbs. Neither Side shall start a Group Arb before thirty (30) days have run from both AAA and NAM giving final price data for Group Arbs. During this period, either Side may give written notice to the other Side (an “**Arb Company Rejection Notice**”) that it elects for Neutrals to conduct all Group Arbs without help from AAA or NAM. In such event, the two Sides will try to agree on Neutrals to conduct such Group Arbs. If they cannot agree, either Side may ask a court to appoint such Neutrals. The court should try to find qualified Neutrals who charge no more than the amount Neutrals charge for AAA or NAM mass Arbs, whichever is less. Once a Neutral has been selected and retained for a Group Arb, such Neutral will start and conduct such Group Arb per this Clause and such further procedures as such Neutral shall adopt with due regard to the Arb Company Rules of the AAA.
- iii. Either Side may also give an Arb Company Rejection Notice to the effect that it will not agree to Group Arbs managed by AAA or, alternatively, that it will not agree to Group Arbs managed by NAM.

- iv. No Neutral in a Group Arb may decide any class Claim or any Claim for a public injunction.
- v. The Neutral in each Group Arb will decide who will bear the Neutral's fees and charges, without regard to AAA or NAM rules that would otherwise apply. But, subject to Q23, we will bear at least fifty percent (50%) of such fees and charges.
- g. If you are a Remaining Claimant: (i) You may bring a lawsuit against us to resolve any individual issues but not any Common Issues; (ii) By bringing a lawsuit as a Remaining Claimant, you certify that you and the other Remaining Claimants do not have any Common Issues; and (iii) **You may not bring an individual Arb to resolve any issues that are not resolved in a Group Arb.** But, subject to Q13, we may still elect an Arb of any Claims if you try to assert in court any Claims on a class or representative basis.
- h. Absent your and our written consent, no person may serve as Neutral for more than one Initial Arb and/or Group Arb.
- i. You agree that Mass Claims Counsel will act for you and all Mass Claimants.
- j. **The statute of limitations on any Claim you bring will not run from the time you file a proper Claim Notice until you are first allowed to start a lawsuit or Arb.**

While this Q17 is designed to resolve Mass Claims fairly, quickly, and efficiently, you understand that your Claim may not be selected for an Initial Arb or resolved in a Group Arb. You further understand that, in some cases, resolution of any Mass Claims you assert may be delayed by this Q17.

Q18. How must the Neutral limit costs and burdens on the parties? Through a number of actions. To the extent possible, the Neutral must try to limit costs and burdens on the parties. Thus, absent good cause to the contrary, the Neutral must: (a) conduct document-only Arbs, without oral argument or an in-person hearing; (b) allow the parties to introduce any needed testimony through excerpts from recorded depositions of party witnesses or affidavits; (c) for Mass Claims, allow each Side to introduce prior recorded live testimony from other Arbs involving the Mass Claimants; (d) limit Mass Claimants from obtaining new and duplicative discovery from us by, among other things, allowing discovery obtained from us in any Arb of a Mass Claim to be used by all of the Mass Claimants in any other Arb or lawsuit between a Mass Claimant and us; (e) conduct any necessary hearing virtually or by conference call; (f) hold any in-person hearing at a place reasonably convenient to you and us; (g) follow expedited procedures; and (h) honor the Mass Claim provisions of this Clause, as set

forth in Q17. Absent good cause to the contrary, a Process Neutral shall decide how to apply this Q18.

Q19. What about appeals? Appeals are very limited. Appeal rights under the FAA are very limited. Except for: (a) FAA appeal rights; and (b) Claims involving more than \$100,000 (including Claims for an order that could cost more than \$100,000 and Claims in a Group Arb that total more than \$100,000), the Neutral's award will be final and binding. For Claims involving more than \$100,000, either party may appeal the award to a three-Neutral panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's (or panel's) award.

Q20. Do Arb awards affect other disputes? Generally not. You and we agree that no Arb award involving you will affect any issues or claims involving any other party. Also, no Arb award in another party's dispute will affect any Arb involving you. But, in a Mass Arb you or we may introduce the results of prior Arb solely to argue that the Mass Claims or our defenses are for an improper purpose. See Q23.

Q21. Who bears Arb fees? The Arb Company, a Process Neutral or the Neutral in your Arb will decide. The Arb Company, a Process Neutral or the Neutral in your Arb will decide each party's share of fees and costs for Arb. But, we will pay all Arb fees and costs required by law and all fees and costs we must pay to enforce this Clause.

Q22. Will we cover your legal fees and costs? Sometimes. If you win an Arb you start, we will pay your reasonable fees and costs for attorneys, experts and witnesses if required by law or the Arb Company Rules or if required to enforce this Clause. Fees we must bear will be decided by the Neutral based on the number of hours worked and standard rates. The Neutral will not limit his or her fee award because your Claim is for a small amount.

Q23. Can the Neutral shift costs from one party to the other? Sometimes. Unless it would conflict with law or make this Clause invalid:

- a. A party is entitled to its reasonable fees and costs if the other party brings or defends a Claim for any improper purpose, including to harass the injured party, cause unnecessary delay or increase costs to the injured party.
- b. At any time after the Claimant gives a Claim Notice (including before any Arb begins), either party may make a written offer to settle the Claim. If the settlement offer is rejected but the Neutral's award is no better to the rejecting party, then that party must bear its own legal and Arb fees and costs and pay

all reasonable fees and costs and fees (not including attorneys' fees) incurred by the offering party after the settlement offer.

- c. The party who receives a settlement offer may only disclose it to support a claim for relief under Q23b or c.

Q24. Can the parties get a written ruling? Yes. Either party may request a written ruling within fourteen (14) days of the Neutral's decision. Upon such request, the Neutral will explain the ruling in writing.

Q25. Are Arbs confidential? Yes. Except as otherwise provided by law, you and we agree to keep confidential all aspects of each Arb under this Clause, any confidential information produced in the Arb and any Arb award or decision. But, either party may disclose such information to the extent needed to pursue the Arb, to appeal or confirm any award or to get professional services. Any court filing to appeal or confirm an award must be made under seal. At either party's request, the Neutral shall enter an order protecting confidential information.

Q26. Can you or we change the terms of this Clause? Yes, subject to certain limits. You and we may agree in writing to change any terms of this Clause at any time, before or after a dispute arises. Also, we may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties.