

Individual Property Terms

(Last Updated June 25, 2025)

This agreement (“Agreement”) is entered into by and between you, as an individual or independent owner or manager of a property (“you”) and Flexible Finance, Inc., a Delaware corporation, together with its subsidiaries, affiliates, agents, and assigns (collectively, “Flex,” “we,” “our,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference, govern your relationship with Flex, including the use of the Flex services for rent payment, access to lines of credit, and other rent-related services by you and your tenants, as applicable (the “Flex Services”).

Please read this Agreement carefully. By using the Flex Services or by clicking to accept or agree to this Agreement when this option is made available to you, you accept and agree to be bound and abide by this Agreement, as well as the applicable terms of our Flex Partner Terms of Service at <https://getflex.com/pmc-terms> (“Flex Partner Terms of Service”), the Flex Hub Terms of Use available at <https://partner.getflex.com/terms> (“Flex Hub Terms of Use”), and our Privacy Policy available at <https://getflex.com/privacy/>, each incorporated herein by reference.

1. Flex Services

Subject to all of the terms and conditions of this Agreement, the Flex Partner Terms of Service, and the Flex Hub Terms of Use, Flex will provide the Flex Services to you for the properties and tenants you identify and approve for access to such services. For more information about the properties and tenants connected to your Flex account, and to manage your information, please see the Flex partner website and portal (“Flex Hub”) and the accompanying Flex Hub Terms of Use.

2. Your Obligations

In addition to the obligations set forth in the Flex Partner Terms of Service and the Flex Hub Terms of Use, you represent, warrant, and covenant as follows:

- You are at least 18 years of age and the age of majority in your state of residence;
- You are a permanent resident or citizen of the United States;
- All information provided by you in connection with, or pursuant to, this Agreement and your enrollment in the Flex Services, including your full legal name, date of birth, Social Security number, address, telephone number, email address, bank account or payment card account information, and owned/managed properties is true, accurate, current, and complete in all respects;

- You are the owner or property manager of each property that you approve for use of the Flex Services, and you have the authority and legal right to accept payments from tenants at those properties;
- You will not impersonate any person or use a name that you are not authorized to use;
- You have the requisite power and authority to enter into this Agreement, and you are authorized to enroll in the Flex Services on behalf of the properties you identify at the time of your Flex account creation and any time thereafter;
- You are an owner, authorized signer, or authorized account manager of the external bank account or payment card account provided to Flex for the purpose of receiving tenant payments, and you are authorized by any other owners to enroll that account in the receipt of such payments;
- The external bank account or payment card account that you provide in connection with your enrollment in the Flex Services is associated with a U.S. financial institution;
- All information provided by you in connection with tenant payments, including rent amounts and other balances to be paid by your tenants through the Flex Services (collectively, "Tenant Payment Information"), will be true, accurate, current, and complete in all respects;
- All tenants making payments to you via the Flex Services reside at a property located in the United States;
- You will notify Flex of a change in any of the information provided by you in connection with your enrollment in and use of the Flex Services, including tenant rent amounts, your full legal name, address, telephone number, email address, bank account or payment card account information, and owned/managed properties, and if you cease to be authorized to collect rent payments or other payments made by tenants through the Flex Services, you will notify Flex immediately and cease your use of the Flex Services immediately; and
- You will not use the Flex Services for any illegal or fraudulent purpose, or to fund any illegal or fraudulent activity.

You agree to not misrepresent your identity or your external bank account or payment card account information. You understand and agree that it is your responsibility to ensure that you enter valid and correct external account information; Flex is under no obligation to you, or any other person, to verify or confirm your ownership of an external account. You understand that if you provide Flex with incorrect information, or if there is any error in your payment instructions, you accept full responsibility for losses resulting from any errors, duplication, ambiguities, fraud, or missed payments caused by the information you provide. Payments sent to invalid or incorrect account numbers provided by you may not be recoverable and Flex is not responsible for returning funds due to an unrecoverable payment error. If any information you provide is untrue,

inaccurate, not current or incomplete, without limiting other remedies, Flex reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

For the purpose of account verification and validation, when you provide Flex or one of our service providers with your external bank account or payment card account information, you authorize such parties to make micro-deposits that the owner/user of the account must verify before that account may be enrolled in the Flex Services. You understand that these microdeposits may be made at our sole discretion and only when deemed necessary.

You understand and agree that it is your responsibility to provide Flex with accurate Tenant Payment Information. You understand that Flex and other service providers will rely upon the Tenant Payment Information provided to us, and that such information may be used to help determine credit line amounts. You understand that if you provide Flex with incorrect information, you accept full responsibility for losses resulting from any errors, duplication, ambiguities, fraud, or missed payments caused by the information you provide. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Flex reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You acknowledge that Flex has no obligation to confirm or investigate the accuracy or completeness of the Tenant Payment Information you have provided.

Flex reserves the right to reject your request to enroll in the Flex Services or to terminate or suspend your access to the Flex Services, for any reason, including without limitation, fraud or misuse.

You agree to be liable to Flex and its vendors for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the Flex Services by you or your authorized users.

3. Limitations on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL FLEX, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS, CORRUPTION, OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LIABILITY OR INJURY TO THIRD PERSONS, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE OR IF FLEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4. Indemnity

You agree to defend, indemnify, and hold harmless Flex, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, representatives, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement, including (i) breach of the representations, warranties, or covenants set forth in this Agreement, (ii) negligent, reckless, or willful conduct, or (iii) violation of applicable laws or regulations.

5. Governing Law

This Agreement will be governed by the procedural and substantive laws of the State of New York, without regards to its conflicts of laws principles. This Agreement is prepared and executed and shall be interpreted in the English language only, and no translation of the Agreement into another language shall have any effect.

6. Dispute Resolution

In any legal action relating to this Agreement, the parties agree to the exclusive exercise of jurisdiction by the state and federal courts in New York County, New York.

It is expressly agreed that a material breach of this Agreement may cause irreparable harm to the non-breaching party and that a remedy at law may be inadequate. Therefore, in addition to any and all remedies available at law, each party shall be entitled to seek injunctive relief against the breaching party in the event of any threatened or actual violation of any or all provisions in this Agreement. The prevailing party in any arbitration or judicial action brought to enforce or interpret this Agreement or for relief for breach shall be entitled to recover its costs (including its share of arbitration fees) and its reasonable attorney(s)' fees therein incurred.

7. Waivers

No waiver by Flex of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Flex to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

8. Assignment

You may not assign or transfer your rights or duties under this Agreement without Flex's prior written consent. Flex may assign or delegate its rights or duties under this Agreement in its sole discretion. Subject to the foregoing, this Agreement shall inure to the benefit of each party's permitted successors and assigns.

9. Amendments

Flex may revise this Agreement from time to time by posting the modified version at <https://getflex.com/individual-property-terms>. By continuing to access or use the Flex Services after the posted effective date of modifications to this Agreement, you agree to be bound by the revised version of the Agreement. If you have a separate written agreement with Flex on this subject matter, the terms of this Agreement will not apply.

10. Severability

If any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other terms and provisions shall be deemed valid and enforceable to the maximum extent possible.

11. Headings

Headings herein are for convenience of reference only and shall not affect interpretation of this Agreement.