

# Flex Funds Terms and Conditions

(Last Updated October 10, 2025)

PLEASE READ THESE FLEX FUNDS TERMS AND CONDITIONS CAREFULLY. BY USING THE FLEX FUNDS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR ANY MODIFIED VERSION OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS THE FLEX FUNDS SERVICE.

This is an explanation of the terms and conditions that apply to the Flex Funds service (“Flex Funds”) made available by Lead Bank (the “Bank”). Through Flex Funds, if you have a line of credit offered by the Bank (“Flex Rent Line of Credit”) in good standing and an active Flex user account with Flexible Finance, Inc. (“Flex”) in good standing, you can make certain early or additional payments outside of your first and second payments for monthly rent and related expenses (“Funds”) to a pooled account owned by the Bank (“Account”). Funds that create or add to your available balance (“Flex Funds Balance”) can either be applied to future payments through Flex or refunded to you from the Account. Transaction history can also be viewed when you use the Flex Funds service. “We,” “our,” and “us” refer to the Bank, our successors, affiliates, or assignees. When we say “you” or “your” we mean the user of Flex Funds. Flex is the program manager for the Bank and is responsible for managing the Flex Funds service on behalf of the Bank.

Your eligibility to use Flex Funds is subject to these Flex Funds Terms and Conditions (“Flex Funds Terms” or “Terms”), which we may amend or change at any time as provided herein. Please read these Terms carefully. The Account that holds your Funds is not a demand deposit account, a checking account, a savings account or a consumer asset account, and you are not opening any such account by accessing the Flex Funds service. No interest will be paid on your Flex Funds Balance. Until further notice, your Flex Funds Balance will not be insured by the Federal Deposit Insurance Corporation. Flex Funds is intended to facilitate only rent and related payments to your property via the Flex services. Funds added for Flex Funds are subject to significant transaction, transfer, and return limitations.

## 1. Eligibility for Flex Funds

Flex Funds is only available to those with a Flex Rent Line of Credit offered by the Bank in good standing and an active user account with Flex in good standing. Flex Funds is available to persons residing (with a physical address) in the fifty (50) United States, and the District of Columbia (“U.S.”), who are at least 18 years of age with a valid Social Security Number (SSN). You agree to maintain updated, complete, and accurate

account information, including but not limited to an address, telephone number, and email address.

If you initially meet the eligibility criteria and subsequently fail to meet such criteria, or if you fail to comply with these Terms or the terms governing any other product or service offered through the Bank or Flex, your access to Flex Funds may be suspended or terminated as determined by us in our sole discretion.

## **2. Acceptance of Terms**

These Terms govern your use of Flex Funds. By using Flex Funds, you agree to be bound by these Terms, as may be amended from time to time as set forth in Section 14. If you have any questions about these Terms, please contact us at [help@getflex.com](mailto:help@getflex.com).

## **3. Incorporation of Other Agreements**

As a condition of using Flex Funds, you acknowledge that there may be additional agreements and disclosures that govern and apply to your relationship with us and Flex, including but not limited to, the Credit Line Agreement, the Flex Terms of Service, the Flex E-Sign Consent Agreement, the Flex Privacy Policy and Privacy Notice, and the Lead Bank Privacy Notice (collectively, “Additional Agreements”), each of which is hereby incorporated by reference. The terms and conditions of the Additional Agreements shall continue to apply in full force. You further agree that the arbitration provisions in the Credit Line Agreement, including the class action waiver, shall extend to any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: (i) these Terms; (ii) Flex Funds; (iii) your eligibility to use Flex Funds; (iv) your use or attempted use of Flex Funds; (v) any Funds added to or withdrawn from the Account using Flex Funds; (vi) any and all advertisements, promotions, marketing materials, or oral or written statements related to Flex Funds; or (vii) benefits, features, or services related to Flex Funds, no matter how described, pleaded, or styled. These Terms shall supplement the Additional Agreements. In the event of a conflict with these Terms, these Terms shall control.

## **4. Business Days**

The business days of the Bank and Flex are Monday through Friday, excluding federal holidays, even if we are open (“Business Days”). Any references to “days” found in these Terms are calendar days (Monday through Sundays) unless indicated otherwise.

## 5. Linked Account

Flex Funds requires you to link a debit card accessing your bank account at another financial institution (“Linked Account”) to Flex Funds in order to transfer funds between your Linked Account and Flex Funds. PLEASE NOTE THAT YOU MAY ONLY TRANSFER FUNDS FOR FLEX FUNDS VIA YOUR LINKED ACCOUNT. YOU MAY ONLY TRANSFER FUNDS IN YOUR FLEX FUNDS BALANCE TO YOUR LINKED ACCOUNT OR TO A THIRD PARTY VIA FLEX FOR THE PURPOSES OF PAYING RENT AND RELATED EXPENSES.

You represent and warrant: (1) that you have the right to authorize any and all charges and debits to the Linked Account; (2) the Linked Account is held at a depository institution located in the U.S.; and (3) you are individually or jointly the owner of the Linked Account. You will indemnify and hold us harmless from any claims by any person related to the Linked Account, including any other owner of the Linked Account. Subject to the limitations set forth herein, you may add funds to or remove funds from your Flex Funds Balance by using the Flex mobile application (“App”) to initiate a transfer to or from the Linked Account. We do not accept requests made to initiate ACH transfers.

## 6. How it Works

For eligible customers, Flex Funds may be accessed through the App. You may add and remove Funds from your Flex Funds Balance subject to the limits set forth in Section 7 and Section 8.

You authorize us and Flex to use any available Funds added to your Flex Funds Balance to facilitate payments in the following order each month: (i) to your first monthly payment to Flex (“First Payment”); (ii) to your second monthly payment to Flex (“Second Payment”); and (iii) to any other payment obligation as agreed. If your Flex Funds Balance only partially covers your First Payment or Second Payment obligations at the time of scheduled payment, you authorize us and Flex to automatically charge the remaining balance to the default payment method on file with Flex in accordance with your [AutoPay Recurring Electronic Payment Authorization](#), which is incorporated into these Terms by reference.

If your Flex Funds Balance exceeds your First Payment or Second Payment obligations at the time of scheduled payment, you authorize us and Flex to apply the remaining Funds to your next scheduled payment. We may (without prior notice and when permitted by law) set off Funds in your Flex Funds Balance against any due and payable debt you owe us now or in the future. There is no minimum balance requirement for your Flex Funds Balance. If no Funds are available in your Flex Funds Balance at the time of a scheduled payment, your default payment method will be charged. In the event that there is an error with the transaction, we will notify you in the

App and prompt you to try again. Any overpayments on a scheduled transaction will be returned to your Flex Funds Balance.

## 7. General Flex Funds Limits

Subject to these Terms, you may make transfers from a Linked Account or initiate returns to a Linked Account (if your other financial institution permits these kinds of transfers), through the App as indicated below.

Number of transfers from Linked Account	Limited to seven per any 30 day period
Number of returns to Linked Account	Limited to five per any 30 day period
Maximum Flex Funds Balance	Limited to 1.2 times your stated rent amount
Maximum number of days Funds may remain in Flex Funds	Limited to 180 days

Except as otherwise provided herein, you may only use a Linked Account via debit card to add Funds to your Flex Funds Balance. Credit cards, prepaid cards, wires, cash, checks, foreign currency, digital currency, ACH, or other accounts or payment methods are not eligible funding methods for Flex Funds. The minimum transfer amount is \$1.00. You may make up to seven Flex Fund transfers and five returns in any 30 day period. We reserve the right to limit the amount of funds that may be stored with Flex Funds (e.g., limiting your Flex Funds Balance to a multiple of documented rent expenses) at our discretion. Any such maximum will be communicated to you via the App. Any Funds that are stored with Flex Funds for more than 180 days may be automatically returned to your Linked Account.

You will not be able to transfer Funds to your Flex Funds Balance if the transfer will cause you to exceed the maximum allowed Flex Funds Balance. Subject to the limitations set forth herein, you may only transfer Funds to us that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim, or encumbrance.

Except as provided herein, you may request a return of Funds up to your current and available Flex Funds Balance. Flex Funds does not permit the physical withdrawal of cash by any means, including ATMs.

The return of Funds is only permitted to a Linked Account unless you contact us at [help@getflex.com](mailto:help@getflex.com) to arrange another method for withdrawing or receiving such Funds and we approve of such method. Subject to the transaction limits set forth herein, you may request the return of all or part of your available Flex Funds Balance at any time. If

you attempt to return Funds to your Linked Account that are pending for a bill payment, we may, in our discretion, (i) cancel the pending transaction and honor your return request once the cancellation is complete; or (ii) deny your return request for lack of available funds once the bill payment is processed.

## **8. Direct Deposit Limits**

If you are enrolled in the direct deposit service (“Direct Deposit”), you may make certain Direct Deposit transfers to your Flex Funds Balance or initiate returns of Direct Deposit funds to a Linked Account as indicated below.

Number of transfers from Direct Deposit	No limit per any 30 day period
Number of returns to Linked Account	Limited to 15 per any 30 day period
Maximum Flex Funds Balance	Limited to 1.2 times your stated rent amount or \$10,000, whichever is lower
Maximum number of days Funds may remain in Flex Funds	Limited to 180 days

Any funds added to your Flex Funds Balance via Direct Deposit shall also be governed by the terms and restrictions set forth in Section 7, provided that the limits set forth in this Section 8 shall prevail in the event of any conflict.

## **9. Fees, Rate Information, and Funds Availability**

No fees apply to the use of Flex Funds. You may be subject to fees associated with your Flex Rent Line of Credit or Flex user account subject to the agreements governing such accounts, as well as bill payment fees, or processing fees associated with bill payments or partial payments made with a credit card through the App. No interest will be paid on your Flex Funds Balance.

For determining the availability of your Funds in your Flex Funds Balance, every day is a Business Day except Saturdays, Sundays, federal holidays, and legal banking holidays in the state of Missouri. Our policy is to make funds from your Linked Account available in your Flex Funds Balance on the day we receive your transfer. Subject to the limits set forth herein, once the funds are available, you can request to return them to your Linked Account or other method we may permit, and we will use the Funds to initiate payments that you have authorized.

## **10. Payment Instructions**

You agree that any payment instructions received by us (such as requests to add or remove Funds from your Flex Funds Balance) through the App or in connection with your username, passphrase, or mobile device used to access the App (collectively "Credentials") will be deemed to be authorized by you, subject to applicable law. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed, subject to applicable law. For example, if you provide your username and password used to access the App to another person and that person uses that information to return Funds from your Flex Funds Balance, we will deem the transaction to be authorized by you. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon such instructions which bear any of your Credentials. You agree to keep confidential and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued. If you believe your Credentials are no longer secure or confidential, or that someone has used your Credentials without your permission, please contact us immediately by emailing [help@getflex.com](mailto:help@getflex.com) or notifying us through the App (if available).

We may refuse to follow any of your payment instructions if we think they are illegal or potentially harmful to us or any other person. If we follow your payment instructions, we may require other security measures to protect us from any losses we may suffer. To the greatest extent permitted by law, you agree to pay us back for any damages or losses (including, but not limited to, the reasonable costs of an attorney) that we suffer if we take an action based on your (or what appears to be your) oral, written, or electronic instructions.

## **11. Electronic Fund Transfer Disclosure and Terms**

You may use Flex Funds to transfer Funds to yourself from your Flex Funds Balance or to certain third party billers that we permit through the Flex services. You may also use your Flex Funds Balance to pay an amount due on your Flex Rent Line of Credit. Limitations apply to these electronic fund transfers. Please review Section 7 and Section 8 for frequency and dollar amount limitations on these transfers.

### *Information About Your Right to Dispute Errors*

In case of errors or questions about your electronic transactions or if you think there is an error regarding your electronic transactions including that your transaction history or billing statement is wrong or if you need more information about a transaction listed in the statement or receipt then: (1) send a notice to Lead Bank, % Flexible Finance, Inc.,

Attn: Billing Statement Dispute, 228 Park Ave S # 75995, New York, NY 10003-1502, (2) send an email at [help@getflex.com](mailto:help@getflex.com), or (3) report such error via the App (if available).

We must hear from you no later than sixty (60) days after the electronic transaction FIRST appears on your statement. You may request a written history of your transactions at any time by sending an email to [help@getflex.com](mailto:help@getflex.com) or by writing to Lead Bank, % Flexible Finance, Inc., Attn: Billing Statement Dispute, 228 Park Ave S # 75995, New York, NY 10003-1502. You will need to provide us with (1) your name; (2) why you believe there is an error, and the dollar amount involved; and (3) approximately when the error took place. You must notify us of any potential errors in writing. If you provide this information orally, we are not required to investigate any potential errors and you may have to pay the amount in question.

We will determine whether an error occurred within ten (10) Business Days after we receive notice of your dispute and will correct any error promptly. For the avoidance of doubt, we receive notice of disputes only during our Business Days. In the event you submit a dispute outside of our Business Days or after 5:00 PM MT on a Business Day, your dispute will be deemed received as of the next Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your dispute or question. If we decide to do this, we will credit your Flex Funds Balance within ten (10) Business Days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your dispute or question in writing and you do not provide it within ten (10) Business Days, we may not credit your Flex Funds Balance.

We will tell you the results within three (3) Business Days after completing the investigation. If we do not decide in your favor, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at the email address shown at the beginning of this section. If you need more information about this program's error-resolution procedures, email [help@getflex.com](mailto:help@getflex.com).

### *Your Liability for Unauthorized Transfers*

You must contact us immediately by mail at Lead Bank, % Flexible Finance, Inc., Attn: Unauthorized Transfers, 228 Park Ave S # 75995, New York, NY 10003-1502, by email at [help@getflex.com](mailto:help@getflex.com), by telephone at +1 (888) 205-9407, or via the App (if available) if you believe your Credentials have been compromised, or Flex Funds transfers have been used without permission. You must notify us immediately of any unauthorized use. If you notify us within two (2) Business Days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used Flex Funds without your permission. If you do not notify us within two (2) Business Days after you learn of the unauthorized use and we can prove that we could have stopped someone from using Flex Funds without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not authorize, notify the Bank or Flex within sixty (60) days. If you do not notify us within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that someone could have been stopped from taking value if you had provided us notice in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. If your Credentials have been compromised, we will deactivate Flex Funds to prevent further transactions from occurring.

### *Our Liability for Failure to Complete Transactions*

If we do not properly complete a transaction on time or in the correct amount according to these Terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) if through no fault of ours, your Flex Funds Balance is not high enough to complete the transaction; (2) if rent or related third party billers refuse to accept payment; (3) if we have reason to believe the requested transaction is unauthorized; (4) if circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or (5) any other exception stated in these Terms.

### *Disclosures of Information to Third Parties*

We will disclose information to third parties about the transfers you make: (1) where it is necessary for completing the transfers, (2) in order to comply with government agencies or court orders, or (3) if you have given us written permission. See also our Lead Bank Privacy Notice at <https://www.lead.bank/privacy-and-terms>. Services offered by Flex, including the App, are also subject to Flex's Privacy Policy at <https://getflex.com/privacy/>. Please carefully review Flex's Privacy Policy for more information about Flex's commitment to you, your privacy rights, and who Flex shares data and information with.

### *Transaction History*

Transaction history is available in the App. You can view all transactions between you, the Bank, and Flex, including Flex Funds transfers and returns, First Payments, and Second Payments, there. Your transaction history is presumed to be correct. However, you should carefully review your transaction history and notify us of any errors within sixty (60) days of your statement becoming available. You will get a monthly statement.

## **12. Holds, Suspension, and Closures**

Without limiting any other right or remedy that we may have under these Terms or otherwise, we may, at any time, hold or suspend your use of Flex Funds or your Flex Funds Balance or terminate your access to Flex Funds for any reason with or without notice, including if we believe you are using Flex Funds for fraudulent or illegal purposes, or you otherwise present an undue risk to the Bank or Flex as determined in our sole discretion. Such reasons include, but are not limited to: (1) your use conflicts with any federal, state, or local law, rule, or regulation, including federal foreign asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules, or regulations; (2) we receive a court order or other legal request to suspend your use of Flex Funds or close your Flex user account; (3) your non-fraudulent actions nonetheless violate any part of these Terms; (4) we have reason to believe there has been or may be an unauthorized use of your Funds or an unauthorized transfer request; (5) we are unable to verify your identity or authority to use the service to our satisfaction; (6) your Flex Rent Line of Credit or Flex user account is not in good standing; (7) you request the return of an amount that exceeds your Flex Funds Balance; (8) your Flex Funds Balance is subject to a hold, dispute, restriction or legal process, including a garnishment or levy; or (9) we believe that your use of Flex Funds could expose the Bank or Flex to increased risk.

If our monitoring detects any such activity, your Funds will be subject to a hold pending review of the activity by the Bank or Flex. The Bank or Flex may require you and other parties to the activity to produce documents or other materials evidencing the validity of the activity. You understand and agree that such actions are reasonable for us to take in order to protect the Bank and Flex from loss. We reserve the right in our sole discretion to grant or deny reinstatement of your use of Flex Funds.

If your Flex user account is closed, your use of Flex Funds will be terminated. The termination of Flex Funds will not affect any of our rights or your obligations arising under these Terms prior to termination. We will return your unused Flex Funds Balance in accordance with these Terms.

## **13. Governing Law**

These Terms are governed by the laws of the State of Missouri without regard to the conflicts of laws provisions thereof.

## **14. Amendment and Cancellation**

We may amend or change the Terms at any time by posting the amended Terms at <http://getflex.com/lead-bank-flex-funds-terms>, or within the App or the Flex web application. Such amendments or changes will be effective upon the effective date and

posting to the Flex website. If you continue to use Flex Funds after the effective date of any change or amendment to the Terms, you indicate your agreement to the change or amendment. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. If you do not agree with a change, you may terminate your use of Flex Funds.

## **15. U.S. PATRIOT Act Notice**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies their customers. What this means for you: We may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## **16. Assignment**

We may assign any of our rights under these Terms in whole or in part at any time without your consent or notice to you. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under these Terms to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this section shall be null and void.