Welcome to the Flex Reward Card Rewards Program!

These Rewards Terms apply exclusively to the Flex Reward Card. By maintaining a Flex product in good standing, as defined below, you are automatically enrolled in the program. Please review this document ("Rewards Terms") carefully as it contains important information about your participation in the Rewards Program.

This document governs your participation in the Rewards Program and describes how you may be eligible to accrue, earn, redeem, and forfeit Flex Points ("Flex Points") which are the rewards you generate through the usage of your Flex products. By opening and maintaining a Flex Reward Card (your "Flex Account") in good standing, you are automatically enrolled in the Rewards Program, subject to these Reward Terms. Capitalized terms used in these Rewards Terms have the meanings as provided herein, or as defined in your other Flex product agreements.

Available Rewards are subject to change at any time. Some Rewards may have additional terms and conditions.

You may only participate in the Rewards Program if you agree to the Rewards Terms herein. These Rewards Terms are effective when you activate your Flex Account. There are no fees associated with the Flex Reward Card Rewards Program.

1. **General Rewards Program Information**

    a. General Eligibility to Participate

    As stated above, to be eligible to participate in the Rewards Program and establish a Rewards Account, you must have at least one eligible product active with Flex. To participate in the Rewards Program, your eligible product or your Flex Account must be continuously in good standing, which means that your account balances are current and not past due and payments are made timely, that you adhere to the account terms as outlined in your product agreements, and there are no indications of fraudulent activity.

    If you have multiple Flex products, Flex will automatically link them to the same Rewards Account. What this means is that you will only have one Rewards Account.

    b. Additional Requirements

        i. Repayment for settled Flex Reward Card transactions is automatically debited from your designated collateral account on a daily basis. To fund or increase your collateral account balance, you may make transfers via wire transfer, ACH, book transfer, or linked bank account.

        ii. We may condition, restrict or limit available Flex Points in our sole discretion.

2. **Notices and Updates To Rewards Program**

We may make changes to the Rewards Program and these Rewards Terms at any time. Please see below for certain scenarios where we will give 30 days' notice (or longer as required by law).

We may temporarily prohibit you from earning Flex Points, using Flex Points you've already earned, or using any features of the program.

We may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.

This current version as of the date above supersedes and replaces any earlier versions.

a. **Notice of changes**

    i. We'll give you 30 days' notice (or longer if required by law) of the following types of changes to the program or this agreement if we:

        1. Increase fees applicable to the Rewards Program
        2. Decrease the rate at which you earn Flex Points
        3. Limit the number of Flex Points you can earn or reduce the ways you can use Flex Points
        4. Reduce the value of your Flex Points
        5. Cancel the Rewards Program

    ii. If we make any of the changes above, we'll provide notice by sending an email to the primary account holder on the account to communicate the changes.

3. How To Earn Flex Points

You accrue Flex Points via the use of eligible product(s) in a number of ways, such as making eligible purchases with eligible cards or via other activities or transactions that we specify from time to time. We may limit accrual, earning, and redemption of Flex Points, including through caps, fees, and expiration.

Tier-Based Earning Structure:

a. The Flex Reward Card Rewards Program operates three earning tiers. The Standard Tier applies by default to all eligible purchases not otherwise assigned to a Reduced or Excluded Tier by this Schedule. Tier assignment is determined by the Merchant Category. For the avoidance of doubt, 1 Flex Point = $0.01 in redemption value, so the Flex Points rate corresponds directly to a cash-equivalent percentage of spend. Flex Points are earned on eligible purchases upon transaction settlement, net of refunds, and do not accrue on fees, interest charges, or non-purchase credits. Flex Points are credited to your Rewards Account on a monthly basis, following Flex's automatic daily repayment of settled transactions from your designated collateral account.

Tier	Flex Points Earned	Eligible Purchases
Standard	2 Flex Points per $1 (= 2.00%)	All eligible purchases not otherwise listed in this Schedule
Reduced	1.25 Flex Points per $1 (= 1.25%)	Purchases at hardware stores and home improvement retailers
Excluded	0	Specific categories and named merchants listed below. No Flex Points earned.

4. **Standard Tier — 2 Flex Points per $1 Spent:**
    a. Cardholders earn 2 Flex Points per $1 spent (equivalent to 2.00% cashback) on all eligible purchases not expressly assigned to a Reduced or Excluded Tier by this Schedule. The Standard Tier applies broadly and covers the majority of business spending categories, including advertising, airlines, automotive, cloud software and SaaS, construction and contractor services (excluding hardware retail), entertainment, financial and professional services, gas stations, government fees, health and wellness, hotels, legal services, online retail (including Amazon.com retail purchases), restaurants and food delivery, shipping and freight, staffing, utilities, and telecommunications, among others. Any eligible purchase not expressly listed in a Reduced or Excluded Tier below earns the Standard 2 Flex Points per $1 rate.

5. **Reduced Tier — 1.25 Flex Points per $1 Spent:**
    a. Purchases in the following category earn a fixed reduced rate of 1.25 Flex Points per $1 spent (= 1.25% cashback equivalent).

Merchant Group	Merchant Category	Flex Points Earned
Hardware & Home Improvement Stores	Home Supply Warehouse Stores, Lumber and Building Material Stores, and Hardware Stores	1.25 pts per $1

6. **Excluded Categories — No Flex Points:**
    a. Purchases processed under any of the merchant categories listed below earn no Flex Points, regardless of the amount, frequency, or business purpose of the transaction.

Merchant Group	Merchant Category

Grocery & Supermarkets	Grocery Stores, Supermarkets Meat Provisioners / Freezer and Locker Meat Provisioners Dairy Products Stores Miscellaneous Food Stores / Convenience Stores & Specialty Markets
Wholesale & Warehouse Clubs	Wholesale Clubs
Discount Retail & Mass Merchandisers	Discount Stores Department Stores Variety Stores Miscellaneous General Merchandise
Cash Advances & ATM Withdrawals	Manual Cash Disbursements (Financial Institutions) Automated Cash Disbursements / ATMs (Financial Institutions)
Money Transfer & Wire Services	Wire Transfers / Money Orders
Quasi-Cash & Stored Value	Non-Financial Institutions – Foreign Currency, Money Orders, Travelers' Cheques POI Funding Transactions (Non-Financial Institutions) — commonly used for prepaid card loading / crypto
Gambling & Wagering	Gambling – Lottery, Casino, Off-Track Betting, Wagers
Escort & Dating Services	Escort Services Dating and Escort Services

7. **Excluded Named Merchants — No Flex Points:**
    a. The following named merchants and platforms are explicitly excluded from the Rewards Program.

Merchant / Platform
Walmart / Walmart.com
Sam’s Club
Costco / Costco.com

Cash App
Venmo
Amazon Prime (subscription)
Ubiquiti / UI.com

Certain transactions may be excluded from accruing or earning Flex Points, including cash withdrawals, purchases of prepaid cards and cash equivalents, fees and fines on your Flex Account, transactions that are deemed fraudulent, disputed transactions or transactions subject to chargebacks, and certain other non-card payment transactions Buying products and services with your account(s), in most cases, will count as a purchase; however, the following types of transactions are not eligible for Flex Points:

- Cash transactions, atm withdrawals, and cash advances
- Interest accrued or cash back that may be earned
- Fraud or fraudulent/ unauthorized charges
- Balance transfers
- Person to person transactions
- Casino gaming, lottery tickets, sportbook/sportsbetting, and similar betting transactions, regardless of whether such transactions are valid, legal purchases
- Currency orders, wire transfers, and similar money orders or transactions
- Any checks that access your account
- Fees of any kind charged to your account

Flex Points are earned on eligible purchases upon transaction settlement, net of refunds, and are credited to your Rewards Account on a monthly basis. The Flex Business Reward Card settles automatically each day via Flex's draw from your designated collateral account. No manual payment by the cardholder is required or recognized for purposes of earning Flex Points; transfers made to fund your collateral account (whether by wire, ACH, book transfer, or linked bank account) replenish the collateral pool but do not independently trigger Flex Points accrual. In the event that a settled transaction amount exceeds the original authorization, or your collateral balance is otherwise insufficient to cover a settlement, your account will enter a delinquent status. Flex Points accrued during any statement period in which a balance is outstanding at the end of the statement period will not be available until the account is brought current. Flex reserves the right to exclude specific transaction types or individual transactions from Flex Points accrual at any time.

When you return an eligible purchase that you paid for with your enrolled Flex Account, the statement credit you'll receive will result in a corresponding deduction of the Flex Points you accrued or earned from your Rewards Account. If we determine that Flex Points were awarded on an ineligible purchase, we may remove those Flex Points from your Rewards Account even if it results in a negative Flex Points balance.

4. **Rewards Are Not Your Property**

    a. You agree and acknowledge the following:

        i. Flex Points from Flex are not your property and do not belong to you. There is no transfer value nor are you allowed to transfer Flex Points to another person's account, nor would you be able to transfer them in the case of certain events, including bankruptcy, divorce, or inheritance.

5. **Using Flex Points**

    a. **General Usage**

We shall display yourFlex Points and redemption options in your Flex Account. The value of your Flex Points may vary depending on the Flex Points redemption option that is chosen. Your redemption options are subject to change and may be subject to the terms, conditions, and availability of offers by external companies. Flex Points that Flex offers through any third-parties are subject to the third-party terms and conditions are not guaranteed and are subject to change.

We may limit use or redemption of Flex Points to specific authorized users. You are solely responsible for ensuring that any actions taken by users to use or redeem Flex Points do not violate company policies or rules and any applicable industry practice, ethical obligations, or laws or regulations applicable to your specific business.

    b. **Cash Back**

You can redeem Flex Points for cash in the form of a credit on your current card account statement or an electronic deposit into your applicable linked bank account. Once you redeem, Flex Points will be deducted immediately; the statement credit will generally appear within 48 hours and electronic deposits will generally post to your linked bank account within 48 hours but may take up to 6 weeks. All redemptions are final and cannot be reversed.

Periodic statement credits will reduce your card account balance. Unless the total amount of credits and payments applied to your account between the statement closing date and the payment due date equal or exceed your statement balance, you are still required to pay your balance due by the payment due date.

6. Losing Flex Points or Becoming Disqualified

a. Disqualification & Loss of Flex Points

You may be disqualified from participating in the Rewards Program if at any time if we determine in our sole judgment that you engaged in fraud, abuse, misuse or gaming in connection with earning or using Flex Points or that you may attempt to do so. Additionally, if your account is or becomes past due or if you are not making timely payments, you may be suspended from the Rewards Program, whether temporarily or permanently in our sole discretion. We also reserve the right to take away Flex Points, revoke your eligibility, or suspend you from the Rewards Program, whether temporarily or permanently, if we determine in our sole discretion that you are engaging in self dealing, violate this or any other Flex agreement or terms or conditions, or if we detect attempt to misuse or abuse the Rewards Program.

b. Payment Failure, Delinquency, Suspension, or Termination

In the event of a (a) payment failure, (b) delinquency, (c) suspension, or (d) termination of your Flex Account, your accrued Flex Points may be forfeited, and we may freeze your ability to redeem Flex Points. We may refuse any request to use Flex Points, or terminate your participation in the Rewards Program if your Flex Account is not in good standing, if any payments are past due, if your Flex Account has been terminated, or if you have otherwise breached any of your obligations under the your product agreements and any other applicable Programs. You may lose all accrued Flex Points when your account is terminated, either by you or us. If your Flex Account is delinquent, you do not accrue Flex Points.

c. Regaining Flex Points

If you do forfeit Flex Points, we may allow you to regain these Flex Points at our sole discretion, and we may charge a Fee or require you to pay all amounts owed to us, or place other conditions for doing so.

7. New York Customers

If you are a New York customer whose primary business location is located in New York, you shall be provided notice of modifications, cancellations, closures, or terminations of the Rewards Program. Notices shall be sent no later than 45 days from such change. On the date we send notice to you, you shall have ninety (90) days to redeem, exchange, or otherwise use any Flex Points that you have accrued or earned. This section shall not apply in the case of fraud by you with respect to the credit card account or any related Rewards Program, or misuse by you of the credit card account or any related Rewards Program.

8. Taxes

You understand that you are responsible for determining and obtaining appropriate tax treatment for any Flex Points it redeems, and you are solely responsible for any taxes arising from or related to any earned Flex Points. Flex will not report any income or earnings related to Flex Points to a taxing authority, except where expressly required by law.

9. Miscellaneous

a. Termination of the Rewards Program

Flex may terminate the Rewards Program at any time, subject to the notice provisions above. If your Platform Agreement is terminated, these Rewards Terms will immediately terminate.

b. Assignment

Flex may assign, pledge, or otherwise transfer the administration of these Rewards Terms without providing notice to you.

c. Release

You release Flex from all liability for your use of Flex Points and for your participation in the Rewards Program. Separately, you release Flex from liability for third party claims in accordance with these Rewards Terms.

10. Defined Terms

Capitalized terms in this Flex Rewards Terms will have the meaning provided in the Platform Agreement or as defined below:

- **Flex Points** means a unit that may be accrued or earned in a manner defined by Flex and have no monetary value until redeemed. They may include credits, cash back, travel, or other benefits conferred by Flex through participation in the Rewards Program
- **Rewards Program** means the program offered by Flex described which is governed by these Rewards Terms.
- **Rewards Terms** means these Flex Rewards Terms as amended from time to time.
- **Misuse** means the improper use of the program, card, or account in a manner inconsistent with the terms herein or with any other agreement you have with Flex or Flex's partners. Examples of misuse include, but are not limited to:
    - failure to make the full payment on your account when due;
    - buying or selling Flex Points;
    - selling, or participating in the sale or exchange of, gift cards, travel or other items of value obtained through use of points;

    - Engaging in behavior that is deemed by Flex to be gaming behavior that does not represent bona fide transactions on your card and/or is intended to increase your Flex Points earning without engaging actions such as making actual purchases or other eligible transactions and/or includes manufacturing card spend for the purpose of generating rewards;
    - repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating Flex Points

- **Rewards Account** means the account maintained by Flex that tracks your accrued Flex Points balance and redemption history across all linked eligible Flex products.
- **Standard Tier** means the default earning tier applicable to all eligible purchases not expressly assigned to a Reduced or Excluded Tier, under which cardholders earn 2 Flex Points per $1 spent (= 2.00% cashback equivalent).
- **Reduced Tier** means the earning tier applicable to hardware and home improvement purchases, under which cardholders earn a fixed rate of 1.25 Flex Points per $1 spent (= 1.25% cashback equivalent).
- **Excluded Tier** means the classification applicable to merchant categories and named merchants specifically listed as excluded under which no Flex Points are earned.