

FLEX TERMS OF SERVICE

Last Updated: April 21, 2025

These terms of service (the “Terms”) constitute a binding legal agreement between you and/or your business (“you”, “your”, the “Customer”) and Flexbase Technologies, Inc, a Delaware corporation (“Flex”, “we”, or “us”) and governs your access to and use of all of Flex’s Services, including, but limited to, Flex’s website: www.flex.one or any other associated sites owned or maintained by Flex (collectively the “Site”), all application portals, APIs, any mobile or desktop application that provides or links to Flex’s products, and any and all products offered through Flex’s Customer interfaces (collectively the “Services”).

You also acknowledge and agree that by using the Services, your data, including any personal information, may be collected, used, transferred and processed in accordance with our [Privacy Policy](#).

BY ACCEPTING THESE TERMS, YOU ARE ENTERING INTO A MUTUALLY BINDING AGREEMENT BETWEEN CUSTOMER AND FLEX AS TO THE TERMS SET FORTH BELOW AND REPRESENT THAT YOU HAVE SUCH AUTHORITY ON BEHALF OF CUSTOMER. These Terms include a mandatory arbitration provision and a waiver of class actions.

1. Eligibility

You must be at least 18 years old and a legal business entity or representative of such entity to access and use the Services. By using the Site, you represent and warrant that you are eligible to use the Services and that you will comply with all applicable laws and regulations.

2. Permitted Uses

You may use the Site and Services solely for lawful purposes related to our financial services offerings. You agree not to:

- Use the Site for any illegal, fraudulent, or unauthorized purposes.
- Misrepresent your identity or provide false information.
- Engage in any conduct that could damage, disable, or impair the Site’s functionality.

To access certain features, you may need to create an account. You agree to:

- Provide accurate and up-to-date information.
- Maintain the confidentiality of your credentials.
- Notify us immediately of any unauthorized use of your account.

3. Modifications to these Terms

Flex may change any of these Terms at any time, at our sole discretion. Please check this site periodically for updates to these Terms so you are aware of any changes. We may update these Terms from time to time to reflect changes to our Services, the Site, or general access and/or use of Flex Services or products. When we make changes to these Terms, we will revise the “Effective Date” at the top of the document. Your continued use of our Services, Site, and/or products after the Effective Date of any such changes constitutes your acceptance of the updated Terms.

4. Intellectual Property

All content on the Site, or associated with Flex’s Services or products, including but not limited to text, graphics, logos, images, videos, software, and trademarks (“Intellectual Property”), is owned by or licensed to the Company and is protected by intellectual property laws.

We grant you a revocable, limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Site and Services for their intended purpose, subject to your compliance with these Terms. You may not copy, modify, distribute, sell, or otherwise use our Intellectual Property without our prior written consent.

5. Feedback

If you provide Flex with reports, comments, suggestions, ideas, or other feedback regarding the products, Services, or our Company in any capacity, whether written or oral (“Feedback”) to Flex, you grant Flex a worldwide, royalty-free, perpetual, irrevocable license to use, modify, distribute, and otherwise exploit such feedback for any purpose, including the development, improvement, and marketing of products and services. You acknowledge that Flex has no obligation to use or respond to your feedback, and that all feedback is provided on a non-confidential basis, without compensation or further consent required.

6. Confidential Information

You agree that certain non-public information provided by Flex to you, including information relating to the Services or Flex’s business processes, that is identified by Flex as confidential or that a reasonable person would understand to be confidential will be held by you in strict confidence and treated as the confidential and proprietary property of Flex. You will not disclose any of the foregoing to any person, unless specifically authorized to do so in writing by Flex or unless required by law.

Flex will take reasonable efforts to maintain in confidence any nonpublic information provided by you to Flex that is expressly identified by you as confidential or that a reasonable person would understand to be confidential. Flex will not disclose

confidential and non-public records and information of you to any person, unless specifically authorized to do so by you or unless required by law.

7. Prohibited Use

You agree not to:

- Use the Site or Services to violate any applicable laws or regulations.
- Attempt to gain unauthorized access to any systems or networks associated with the Site.
- Interfere with or disrupt the operation of the Site or Services.
- Use automated means (e.g., bots, scrapers) to access or interact with the Site without our permission.

We reserve the right to monitor, restrict, suspend, or terminate your access to the Site or Services if we determine, in our sole discretion, that you have violated these Terms.

8. Data Usage Including for Improvement and Development

By using our Site and Services, you acknowledge that you have read and agree to our Privacy Policy. The policy explains how Flex collects, uses, and protects data. You understand that the use of Flex's Services may mean that another company's privacy policy may govern your usage.

We implement industry-standard security measures to protect your information. However, we cannot guarantee absolute security. You acknowledge and accept the risks of transmitting data over the internet.

By using our services, you acknowledge and agree that Flex may collect, process, and use your data (including but not limited to usage data, transactional data, and Feedback) for the following purposes, without the need for further consent:

- Product and Service Improvement:** To enhance, optimize, and refine our existing products and services, including the development of new features, functionalities, and updates.
- Development of New Products:** To use your data to research, design, and develop new products, services, and features, including for artificial intelligence (AI) and machine learning models, as well as traditional models.
- Training AI Models:** To use the data for the purpose of training, fine-tuning, and improving AI algorithms, machine learning models, and other analytical systems to provide better user experiences, enhance decision-making, and improve the overall quality of services offered.
- Business and Analytical Purposes:** To analyze trends, usage patterns, and customer preferences to improve our business operations, marketing strategies, and customer support services.

By using our services, you grant Flex a worldwide, royalty-free, perpetual, irrevocable license to use, store, and process the data provided in connection with these activities.

You understand and agree that your data may be aggregated, anonymized, or otherwise processed to protect your privacy while being utilized for the above purposes.

9. Additional Communications

You consent to accept and receive communications from Flex, including e-mail, SMS messages (text messages), telephone calls, and push notifications to the cellular telephone number you provide. These non-telemarketing communications may be generated by automatic telephone dialing systems which will deliver pre-recorded messages, including for the purposes of, but not limited to, secondary authentication, receipts, reminders and other notifications. You certify, warrant and represent that the telephone number you have provided to us is your business contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. Standard message and data rates applied by your cell phone carrier may apply to the text messages Flex sends you. We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you. You may only opt-out of receiving text message communications by replying STOP to text messages.

10. Disclaimers

No Warranties: The Site, any products, and Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee uninterrupted or error-free operation.

Limitation of Liability: To the maximum extent permitted by law, we will not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Site or Services, including but not limited to data loss or business disruption, even if advised of the possibility of such damages.

11. Governing Law and Dispute Resolution

Governing Law: These Terms shall be governed by the laws of the State of Florida without regard to the conflicts of law provisions thereof, and the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the City and County of Miami, Florida

Arbitration and Dispute Resolution: Any disputes you may have arising under or in connection with these Terms will be resolved through binding arbitration in Miami, Florida.

The arbitration shall be administered by AAA or JAMS pursuant to their Commercial Arbitration Rules and Mediation Procedures or their Comprehensive Arbitration Rules and Procedures, respectively. A single arbitrator shall be agreed upon by the parties or,

if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by AAA or JAMS. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, either party shall have the right to seek temporary relief in any court of competent jurisdiction.

Arbitration Provision Is Optional. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY. If You do not wish to be bound by this agreement to arbitrate, You must notify Us in writing within thirty (30) days after the Effective Date and must send Your request via email to support@flex.one or via regular mail to 390 NE 191st Street STE 8019, Miami, FL 33179. The request must include your full name, address, business name, d/b/a name (if applicable), and the statement "I reject the Arbitration Provision contained in my Flex Terms of Service." If you exercise your right under this Section to reject arbitration, the other provisions of these Terms shall remain in full force and effect as if you had not rejected arbitration. Opting out of this arbitration provision has no effect on any other or future arbitration or mediation agreements that you may have with us. If you don't provide Flex with an arbitration opt-out notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute arising out of or related to these Terms except as expressly set forth above.

CLASS ACTION WAIVER. To the fullest extent permitted by applicable law, You and Flex each agree that any dispute you raise arising out of or in connection with these Terms will be conducted only on an individual basis and not in a class, consolidated or representative action. The arbitrator(s) may not consolidate more than one party's claims and may not otherwise preside over any form of a representative or class proceeding.

WAIVER OF JURY TRIAL. YOU AGREE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW TO IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY DISPUTES YOU MAY BRING UNDER THESE TERMS.

12. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising from your use of the Site or Services, your violation of these Terms, or your infringement of any third-party rights.

13. Limitation of Liability

CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEITHER FLEX NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, PUNITIVE, SPECIAL, COVER, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING FOR EXAMPLE, LOSS OF GOODWILL, DATA, REVENUE, PROFITS, SAVINGS, USE OR ECONOMIC ADVANTAGE), OR CLAIMS OF THIRD PARTIES ARISING OUT OF, OR RELATING TO, CUSTOMER'S USE OF OR ACCESS TO THE SERVICES, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY, OR OTHERWISE AND CUSTOMER HEREBY WAIVES ANY AND ALL RELATED CLAIMS AGAINST FLEX AND ITS AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS.

14. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

15. Consent to Use Electronic Signatures

By agreeing to the terms of these Terms, you consent to us providing notices and otherwise communicate with you electronically, and understand that this consent has the same legal effect as a physical signature. You may only withdraw consent to receive notices electronically by closing your Flex account or contacting Flex support at support@flex.one. In addition to notices, Flex may provide you with other information, such as account statements, electronically.

16. Contact Information

If you have any questions regarding these Terms, please contact us at:

support@flex.one; or

Flexbase Technologies Inc.
390 NE 191st STE 8019
Miami, FL 33179

17. Miscellaneous

Flex makes no representation, warranty, or covenant regarding the availability of the Services or the Site.

Flex reserves all rights not expressly granted to you in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms, by implication, waiver, estoppel, or otherwise, grants to you or any third party any intellectual property rights or other rights, title, or interest in or to any Flex intellectual property.