

# Flex Bills Terms and Conditions

(Last Updated June 17, 2026)

These Flex Bills Terms and Conditions (the “Terms”) are between you (“you” or “your”) and Flexible Finance, Inc., a Delaware corporation, together with its subsidiaries, affiliates, agents, service providers, successors, and assigns (collectively, “Flex,” “we,” “our,” or “us”). “Provider” means any third-party person, company, or service provider from whom you receive bills (“Bills”) that you have connected to the services offered by Flex or whose accounts, websites, or portals Flex may access on your behalf in connection with the services, in each case through Flex’s browser application (the “Website”) or mobile application (the “App”) (collectively, the “Services”). We partner with banks (each, a “Partner Bank” and collectively, “Partner Banks”) to offer certain products and services and we offer certain products and services directly to you. If you are approved for a product offered through Flex by one of these Partner Banks, or through other partnerships with a Partner Bank, you will enter into an agreement with the Partner Bank. Notwithstanding any other provision of these Terms, any agreement you enter into with a Partner Bank (and not these Terms) will control with respect to the associated Partner Bank product.

## 1. Acceptance of Terms

These Terms are provided to you in electronic format pursuant to the [Flex E-Sign Consent Agreement](#) that you accepted and agreed to when you created a user account with Flex. These Terms, together with any documents it expressly incorporates by reference, govern your use of the Services. By clicking to accept or agree to these Terms when this option is made available to you, you are electronically signing and agreeing to be bound by and to abide by these Terms, as well as to the [User Agreement](#) and our [Privacy Policy](#), which are incorporated herein by reference.

## 2. Changes to Terms

We reserve the right, at our sole discretion, to change, modify, add, or remove portions of these Terms or any such additional terms, agreements, or policies at any time. Please check these Terms and any such additional terms, agreements, or policies referenced herein periodically for changes. YOU AGREE TO ACCEPT ANY CHANGES TO THESE TERMS BY USING THE SERVICES AFTER CHANGES HAVE BEEN POSTED. If Flex makes any changes to these Terms that it deems to be material, Flex

will make a reasonable effort to inform you of such changes, but it is your responsibility to review the Terms from time to time to see if it has been changed.

### **3. Your Eligibility**

To be eligible to use the Services, you must be at least 18 years of age and the age of majority in your state of residence, and be a permanent resident or citizen of the United States. You must be a Flex user in good standing to access the Services.

### **4. The Services**

The Services enable you to pay certain Bills in full or with the help of a line of credit issued by a Partner Bank (a “Flex Bills Line of Credit”), and may include data access to your designated Provider accounts, websites, and portals (“Provider Portals”), the identification, management, and payment of certain Bills through your Provider Portals, the Website, or the App, and other related services and features that we may offer from time to time, such as payment scheduling, notifications, and payment method management. Flex may need to update its tools and processes as Provider Portals change over time, and Flex makes no guarantee of uninterrupted compatibility with any particular Provider Portal. Not all Services or features will be available to all customers at all times. Flex may use automated tools and on-device agents to access Provider Portals on your behalf and take actions to facilitate your Bill payments, such as adding a Flex payment method to your Provider account and submitting payments for your Bills, as further described below.

By using the Services, you authorize us to debit or charge your payment methods on file according to the schedule set forth in the App, for all Bills paid on your behalf, as well as any associated charges and fees. We reserve the right to add or remove accepted payment methods at any time. By providing your payment card information to Flex, you are representing that you are authorized to use those payment cards to pay your Bills using the Services. You also authorize Flex to store your payment card information so that it may be used for future transactions. For more information about how we store and use your payment card and other personal information, please see our [Privacy Policy](#).

If the “Bill autopay” option is made available to you in the App and you elect to turn it on for a Bill, you authorize Flex to initiate payments for that Bill automatically each billing cycle. If you turn “Bill autopay” on, you have the right to stop payment of these automatic payments or revoke prior authorization for automatic debits or charges by notifying [help@getflex.com](mailto:help@getflex.com) of the exercise of your right to stop a payment or revoke authorization no less than three (3) business days before your next payment due date.

If the “Bill autopay” option is made available to you in the App and you elect to turn it off for a Bill, Flex will not automatically initiate payments for that Bill. You may still make payments through the Services, but you must manually initiate each Bill payment in the App on or before the applicable due date. You acknowledge that if “Bill autopay” is off, the Bill will not be paid automatically through the Services. You are solely responsible for ensuring the Bill is paid when due, whether by manually initiating payment through the Services, paying your Provider directly, or using another payment method you choose. Flex is not responsible for any missed or late payments (or any resulting fees, penalties, service interruptions, or other consequences) arising from your decision to turn “Bill autopay” off in the App or your failure to manually initiate a payment through the Services by the due date.

If the “Bill autopay” option is not made available to you in the App but you use the Services to pay a Bill directly using payment credentials that we provide, and you turn autopay on in your Provider Portal, your Provider may automatically initiate payments for that Bill each billing cycle. You understand and agree that each such Provider-initiated payment will draw from the Flex payment credentials provided to you, and that each such payment will result in a corresponding payment obligation from you to Flex, which Flex will collect from your payment methods on file pursuant to your payment schedule. You should only enable autopay in your Provider Portals using Flex credentials if you intend to authorize such recurring payments from your payment methods on file with Flex.

## **5. Charges and Cancellation**

By using the Services, you agree to pay all charges and fees associated therewith, including but not limited to: (a) a bill payment fee assessed on each payment for all payment methods, if applicable (the bill payment fee is calculated as a percentage of your total Bill amount), and (b) an additional payment processing fee for credit cards, if applicable (the payment processing fee is calculated as a percentage of the amount of the payment). The specific amounts of all such fees will be set forth in the Flex mobile application. Fees are rounded to the nearest cent using standard rounding practice. If these fees change, Flex will update these Terms pursuant to Section 2. If you are not a Flex user in good standing and you do not pay your outstanding balance and all applicable charges and fees in full by the due date, you may be unable to access the Services.

You may request a cancellation of the Services or a scheduled payment at any time without any fee or penalty by contacting us at [help@getflex.com](mailto:help@getflex.com). You must provide us with at least three (3) business days’ advance notice of your request to cancel so that we can stop any scheduled payment. If you cancel your Flex user account, your Flex

Bills Line of Credit will be withdrawn and unavailable for the payment of future Bills; however, your promise to pay under these Terms will remain unaffected.

## **6. Partial Payment Processing**

Flex may initiate electronic fund transfers from your selected payment methods for less than the full amount due if your payment methods contain insufficient funds to cover the entire scheduled payment amount. We may capture any available balance in your selected payment methods up to the total amount authorized, even if such balance is less than the full payment amount due. Your authorization to initiate a rejected debit or charge covers our attempts to collect any remaining unpaid balance through subsequent electronic fund transfers as permitted by applicable network rules and regulations.

## **7. Collection**

In the event your account is not paid in full, Flex may refer your account to a third-party to collect past due balances. If you are in default, you consent to receive debt collection emails from our debt collection service providers and our agents. You certify that any email address you provide to Flex can be used by Flex and its agents for debt collection communications. If you change your email address, it is your obligation to update your email address with Flex. You agree to allow Flex to send you payment reminders from time to time. Such payment reminders may take the form of any available communication.

## **8. Payments to Providers**

The Services facilitate Bill payments to your designated Providers. You grant Flex a license to access, and you direct Flex to retrieve, your Bill transaction history, account balance information, and other information maintained by third parties, including information in your Provider Portals (“Third-Party Account Information”) for the purposes of performing the Services. By using the Services, you authorize Flex to access this Third-Party Account Information on your behalf as your agent, and you expressly authorize such third parties, including your Providers, to disclose your information to Flex. Further, by utilizing the Services, you expressly authorize Flex to facilitate Bill payments to such Providers. You agree that, pursuant to your agreement with Flex, Flex may apply your funds or loan proceeds to such Bill payments, and you authorize Flex to make these payments directly to your Providers as your agent. In providing the Services, Flex has no knowledge of, and is not responsible for, a violation of any contractual obligations you may have with your Provider, including the Provider’s terms of service or use. You understand and agree that you are solely responsible for ensuring

that your use of the Services complies with any and all applicable contractual terms or policies governing your accounts with and obligations to those Providers.

You acknowledge and agree that you remain the customer under your service agreement with a Provider. Payments made by you may be submitted to Flex, as the Provider's limited collection agent, solely for the limited purpose of accepting and processing such payments for the Provider. The delivery of payments by you to Flex shall satisfy your payment obligation for the amount of such payment to the Provider. Notwithstanding the foregoing, Flex's ability to provide the Services as described herein is dependent upon your timely provision of sufficient funds and accurate, complete, and up-to-date information as required by Flex, and you remain fully liable for the payment of all amounts due under your agreements with your Providers in the event you fail to timely provide such funds and information to Flex, including any late fees, penalties, disconnections, or other consequences imposed by a Provider. You acknowledge that Flex has no obligation to confirm or investigate the accuracy or completeness of the information you have provided to us, including Third-Party Account Information. You agree to hold Flex harmless for any alleged or actual loss, claim, fee, or other damage or expense you may suffer related to a failed Bill payment, if such failure was the result (directly or indirectly) of any error provided by you to us.

You are also responsible for keeping your usernames, passwords, and other access credentials for Provider Portals secure. Flex does not review Provider Portals or Third-Party Account Information for accuracy, legality, or non-infringement and Flex is not responsible for Third-Party Account Information or products and services offered by Providers or other third parties through third-party websites or portals.

## **9. Rights You Grant Us**

By using the Services, you expressly authorize and direct us to access your Provider Portals and to take certain actions on your behalf as your agent, solely for the purpose of providing you with the Services. This may include, without limitation, identifying Bill amounts and payment schedules, adding and removing payment methods, facilitating Bill payments, and other actions necessary to carry out the Services. You acknowledge and agree that when we access or interact with a Provider or your Provider Portal, we are doing so on your behalf as your authorized agent, and not as the agent of, or on behalf of, any third party. Your authorization shall remain in effect unless and until you revoke it by terminating your use of the Services or revoking our access through your Flex user account settings. Revocation of your authorization will not reverse or unwind any actions already completed by Flex on your behalf, including any Bill payments already submitted. You remain responsible for any payment obligations that arose from completed automated actions prior to revocation.

You grant us a limited power of attorney and expressly appoint us, and our authorized agents, as your true and lawful attorney-in-fact and agent, with authority to access and interact with Providers and your Provider Portals, to access, view, and collect Third-Party Account Information, to apply your funds and direct the payment of Bills through your Provider Portals, to modify payment methods and payment settings in your Provider Portals, and to take such other actions on your behalf as are necessary to carry out the Services. This authorization is strictly limited to the scope necessary to provide the Services and does not grant us rights beyond those needed to act as your agent for that purpose. You represent and warrant that you are the owner or an authorized user of the Provider accounts and portals you connect to the Services, and that you have the full right, power, and authority to grant us this authorization.

## **10. Use of Automated Tools**

You acknowledge and agree that we may use automated, software-based, or AI-powered tools (“Automated Tools”) to access and interact with your Provider Portals and to take such other actions as are necessary to carry out the Services. Automated Tools may be used for bill payment (to modify payment methods and payment settings in your Provider account and submit payment for your Bills), bill identification (to identify Bill amounts and due dates), payment verification (to confirm that payments have been successfully applied to your Bills), and other actions necessary to carry out the Services. By using the Services, you acknowledge and consent to the use of Automated Tools for the purposes described in these Terms.

## **11. Provider Portal Actions**

By using the Services and connecting your Bills, you acknowledge that Flex, acting as your agent as described in these Terms, may modify payment methods and payment settings you previously established with a specific Provider and submit Bill payments on your behalf. Flex does not control Provider Portals or Provider actions beyond the scope of its authorized agency. You understand that when you elect to use the Services, you may lose any benefits, discounts, rebates, or other fee reductions or incentives (“Benefits”) offered by a Provider that are contingent on maintaining a specific setting in your Provider Portal. Examples of such Benefits may include a monthly service discount or a waived convenience fee. You acknowledge and accept that: (a) you are solely responsible for any and all costs, fees, or loss of Benefits that may arise from changes to your Provider Portal or your payment settings; and (b) Flex is not liable for any changes to your Provider Portal or your payment settings, nor is Flex liable for any resulting loss of Benefits or other financial consequences. You assume all risks associated with any changes to your Provider Portal and payment settings. You are responsible for reviewing your Provider statements and terms of service to understand

the potential impact of these changes. If you are concerned about losing a specific Benefit, we recommend that you contact your Provider directly before using the Services.

## **12. Disclaimer**

FLEX AND ITS AFFILIATES MAKE NO COMMITMENTS OR WARRANTIES ABOUT (A) THE CONTENT, RELIABILITY, OR AVAILABILITY OF THE SERVICES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES, OR (B) THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE CONTENT ON THE WEBSITE, THE APP, OR THE SERVICES. FLEX AND ITS AFFILIATES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY REGARDING NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FLEX AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICES.

Your decision to use the Services and connect Bills is your own. Flex is not responsible for your relationship with your Providers, your Providers' acts or omissions, or the products or services they provide to you. Flex does not represent or endorse, and disclaims all responsibility or liability for: (a) the reliability or performance of any Provider or Provider Portal; (b) the safety, quality, accuracy, reliability, integrity, security, or legality of any Provider's products or services; or (c) the truth or accuracy of the description of any such products or services, or of any advice, opinion, offer, proposal, statement, data, or other information provided by a Provider. You are responsible for the accuracy of your Bill information at all times. When you connect a Bill to the Services, you must verify that the information, including but not limited to the Provider name, Bill amount, and due date, is correct. You acknowledge that Flex relies on this information and we do not verify its accuracy or completeness. You are solely responsible for monitoring your Bills, Provider Portals, and the Services to ensure that Bill information remains accurate and up-to-date. Flex is not liable for any payment errors, failures, or resulting late fees, penalties, over- or under-payments, service interruptions, or other damages that occur due to inaccurate or outdated Bill information.

## **13. Right to Restrict or Terminate Access**

We reserve the right to add, remove, limit, or modify supported Provider options, Services, and features at any time, in our sole discretion. We may deny or restrict your

use of the Services at any time and for any reason, without notice, if in our reasonable discretion we determine that you have violated these Terms or otherwise engaged in any conduct or activities that we, in our sole and reasonable discretion, believe violates the letter or spirit of any of these Terms, any applicable laws, or the rights of third parties. We may also choose not to provide the Services to you based on your payment history with Flex or another party, your Provider account history, or for any other reason. We are not responsible if a Bill payment is not approved, either by us or by a third party. Authorization of a transaction is not guaranteed. If a transaction is declined, we are not responsible for any losses you incur if a charge is not authorized or if a Provider refuses to accept payment. We disclaim any liability for such denials or restrictions. Any termination or restriction of access does not reverse or unwind any automated actions already completed, including any Bill payments already submitted to a Provider. You remain responsible for any payment obligations that arose from completed actions prior to termination.

#### **14. Other Responsibilities and Prohibited Activities**

By accepting these Terms, you agree that:

- You will not provide false, inaccurate, or misleading information, and all information provided by you in connection with, or pursuant to, these Terms is true, accurate, and complete;
- You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all applicable local, state, national, and international laws, rules, regulations, or ordinances, and with these Terms and any other agreements you have with Flex;
- You will not use the Services for any prohibited purpose or transaction, including for fraudulent, unlawful, harmful, deceptive, or abusive purposes, or to purchase illegal items, ammunition, firearms, certain firearm parts or accessories, and certain weapons or knives regulated under applicable law, narcotics, steroids, controlled substances, quasi-pharmaceuticals, or drug paraphernalia, currency in any form, including virtual and digital currency, stolen goods, including but not limited to digital or virtual goods, or a good or service deemed unacceptable by Flex or its Partner Banks, in our sole discretion;
- You will not provide information or connect any Bills to the Services that you do not have the legal right or authorization to access and share, and you will not attempt to obtain or misuse any passwords, account information, user credentials, or other security credentials of another person;

- You will only connect and use payment methods for which you are the account holder or an authorized user and otherwise legally authorized to use in connection with the Services, and you will promptly remove any payment method if you are no longer authorized to use it or if you believe it was added without proper authorization;
- You will use any payment method or credentials issued in connection with a Flex Bills Line of Credit exclusively to facilitate the payment of authorized Bills, and you will not use, or attempt to use, these credentials for any transaction other than the specific disbursement authorized by the Services;
- You will not use any device, software, routine, file, or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs, or cancelbots, intended to damage or interfere with the Services or to surreptitiously intercept or expropriate any system, data, or personal information from the Services;
- You will not use the Services to make payment(s) on an existing product or service provided by or through Flex, and unless otherwise expressly permitted by Flex, you will not use the Services for the purpose of payment for any existing loans from other institutions;
- You will not commit unauthorized use of Flex's Website, the App, and systems including but not limited to unauthorized entry into Flex's systems, misuse of passwords, or misuse of any information posted to a site;
- You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial-of-service attacks, "spam," or any other such unsolicited overload technique; and
- You will not decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code or underlying structure, ideas, or algorithms of the Services.

## **15. Enforceability and Governing Law**

The failure of Flex to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. These Terms, along with any other agreements or policies expressly incorporated by reference herein, constitute the entire agreement between you and Flex with regard to your use of the Services. These Terms cannot be changed or modified by you. If any provision of these Terms is held to be unenforceable, the unenforceable term or provision shall be replaced by an enforceable term or provision that comes closest to the intention underlying the unenforceable term

or provision and the remaining provisions shall be enforced. To the extent that anything in or associated with the Services is in conflict or inconsistent with these Terms, these Terms shall take precedence. The laws of the State of Delaware govern your access to, and use of, the Services and these Terms.

## **16. Miscellaneous**

These Terms are 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 these Terms, or 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. The headings in these Terms are for reference purposes only and shall not affect the interpretation of these Terms in any way. Singular words shall be construed in the plural, and plural in the singular, as their context may require, or as required to give effect to these Terms. You agree that these Terms will not be construed against Flex by virtue of having drafted them.