



Flexibility

Terms of Use

Effective Date: December 1, 2023

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY. BY ACCESSING OUR SITE, USING THE SERVICES, OR CLICKING ON A BOX OR ICON, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE OR SERVICES AND MUST DISCONTINUE YOUR USE OF THE SITE AND SERVICES.

To print our full Terms of Use, click [here](#). To view our Privacy Policy, click [here](#).

Ownership of Site

Welcome to www.flexibility.com, including any linked websites and mobile applications (the “Site”). The Site is owned and operated by 2233 Paradise Road LLC, and its subsidiaries and affiliates operating under the Flexibility brand (collectively, “Flexibility,” “Company,” “we,” “our,” or “us”). These Terms govern your use of the Site and any of the products and services made available via the Site (“Services”). Your compliance with these Terms is a condition to your use of the Site and Services. By using our Site or using or applying for a Service, you are agreeing to these Terms and the terms of our [Privacy Policy](#). These Terms constitute a legal contract between you and Company governing your use of the Site and Services, to the extent not superseded by the terms and conditions of any contract we enter into with you for Services.

Please see the “Additional Terms” section below for more information.

Modifications

We may, from time to time, make modifications, changes or additions to these Terms. You agree that your continued use of the Site or Services following the posting of such changes is your acceptance of such changes. Therefore, you should visit this page periodically to review any changes to the Terms.

Eligibility

The Services are not available to persons under the age of 18 (but note that the minimum age requirement may be higher in some states) or to persons who are not legal residents of the United States. BY USING THE SITE, APPLYING FOR OR USING ANY OF THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE OR THAT YOU ARE AT LEAST THE MINIMUM AGE THAT IS REQUIRED IN YOUR STATE AND ARE A LEGAL RESIDENT OF THE UNITED STATES. Not all Services are available in all geographic areas. Your eligibility for particular Services is subject to final determination by Company, its affiliates, and/or its partner lenders. In general, to obtain a loan or line of credit account, you must apply online, have a valid checking account, and meet certain minimum income requirements. Final approval, loan amount, credit limit, term, APR or other account features are subject to approval and may vary based on your creditworthiness, credit history, or other relevant factors. Annual Percentage Rate (APR) is the cost you pay in interest each year to borrow money, expressed as an annual percentage. The APR may not be a complete measure of the total cost of credit to the extent it does not reflect various fees associated with your account or credit agreement. Approved funding is generally deposited to your designated account within one business day, if signed by you and approved by lender by 5PM PT, Monday through Friday, excluding weekends and holidays. Actual availability of funds depends on your financial institution’s policies and procedures.

Registration

While you may use the Site without registering, certain functionalities or areas of the Site require you to register and create a username and password in order to access such portions of the Site. You may not share your username or password with others. You are solely responsible for (i) authorizing, monitoring, controlling access to and maintaining the confidentiality of your username and password, (ii) informing us, in writing, of any need to deactivate a username due to security, confidentiality or other concerns, and (iii) any charges or damages that may be incurred by use of your username and password, for any reason, until such time as you tell us to deactivate your account or other such notification that your account has been compromised or such other unauthorized use. We are not liable for any harm related to any authorized or unauthorized use of your username or password.

Information Collected and Used

Information You Provide to Us

We collect information you provide to us, for example when you create or modify your account, submit an application for credit, register to use our Site, purchase or request products or services from us, request information from us, contact customer support, or otherwise communicate with us. This information may include: name; home address; email address; home, work, and mobile telephone numbers; bank and/or other account numbers; date of birth; Social Security Number; driver's license or other national, state, or government ID numbers; employment, salary and other financial information, or other personal or non-public information.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that the information you provide will, among other permissible uses, be used to verify your identity. Applications or information submitted on this Site may be evaluated for credit offered by Company, or to the extent Flexibility may operate as a credit services organization, credit extended by a third-party lender. Flexibility operates as a licensed Credit Access Business and/or Credit Services Organization. For additional information regarding the rates and terms of services and products offered in your state of residence, please visit the [Rates and Terms](#) page of the Site.

Information We Collect Automatically

Location / Geolocation

By accessing the Site, you acknowledge and agree that Flexibility may be able to determine the physical location of your device or other technology device using your IP address or other identifying information, such as your email address.

Information We Collect Through Your Use of Our Site

Technical Information and Tracking

In order to personalize and enhance your experience, we may collect information through “cookies,” “applets” and similar technologies (“Trackers”). Trackers are sent by the Site to your browser and may be stored by your browser on your device. By using the Site, including by creating an account or applying for a loan, you are giving us permission to use Tracking technology. We may use Trackers: (1) to help diagnose problems with our servers, improve user experience and to administer our Site; (2) to better understand the effectiveness of our marketing efforts, and in some cases to follow up with you later on business related to use of the Site; (3) to protect our company and its users from malicious activities including hacking and fraud; (4) to ensure that certain aspects of the Site function correctly, or function in a manner designed to suit your needs. Similarly, we may use other Cookies and technologies to collect information on user behavior (e.g., screens and pages visited, buttons and links clicked, limited information entered, and user taps and mouse movements). This information enables us to monitor and improve the user experience.

Flexibility’s Trackers do not contain any personally identifiable information about you; however, Flexibility may be able to identify you individually by combining information in the Trackers with our internal records. Most web browsers automatically accept cookies and other types of Trackers, but it is possible to change your browser setup so that it does not accept Trackers; however, if you reject our cookies and/or other Trackers, you may not be able to access certain portions of the Site.

Google Analytics

We may use Google Analytics, a web analytics service provided by Google LLC (“Google”) to collect certain information relating to your use of the Site. Google Analytics uses cookies. You can find out more about how Google uses data when

you visit our Site by visiting “How Google uses data when you use our partners’ sites or apps”, (located at www.google.com/policies/privacy/partners/).

Third-Party Analytics

We may use third-party analytics tools or other similar services to better understand our users’ needs and interaction with our Site, and to optimize the service and experience, (e.g., how much time users spend on which pages, which links they choose to click, what users do and do not like, etc.). This enables us to build and maintain our service with user feedback. These tools use cookies and other technologies to collect data on our users’ behavior and their devices, including, a device’s IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, and geographic location. The providers of these tools may store this information on our behalf in a pseudonymized user profile. Such providers are contractually forbidden to sell any of the data collected on our behalf.

Third-Party Solutions

We may use or integrate with third-party service providers to offer better and faster services, including third-party account verification solutions such as Flinks Technologies or other fintech solutions providers. Such providers are independent entities and bear no responsibility for Company’s services or the unauthorized use of user data while such data is in Company’s possession. The information provided by these service providers does not represent an official record of your account with your financial institution. By electing to use their services, you grant all licenses and rights necessary for the third-party service provider to perform the applicable data processing contemplated. Furthermore, such services may be revoked or discontinued by Company or the applicable service provider, at any time.

Sharing Information

We share your information in accordance with the terms of our Privacy Policy and may share such information with service providers, agents, affiliates, and other people (including but not limited to other providers of consumer financial products or services) with whom we enter into an agreement to provide such information to the extent it is necessary to conduct business. In addition, we will disclose

information we maintain, including personally identifiable information: (i) when required to do so by law, or may disclose such information in response to a request from a law enforcement agency or authority or any regulatory authority; (ii) to protect the integrity or security of our Site or the interests, rights, or property of Flexibility; (iii) to enforce the Site's Terms of Use; (iv) to verify consumer identities, eligibility, creditworthiness, or to check for information accuracy, potential fraud, identity theft, or other military or government-designated statuses; or (v) to report to report loan history and performance to credit reporting agencies.

Third-Party Sites and Advertisements

Our Site may reference or provide links to third-party websites, services and/or products, which may include third party advertisements. Flexibility does not control third-party websites and cannot be responsible for the content or privacy policies of any third-party websites or web pages. Accordingly, you should review the privacy policies and terms of use applicable to any third-party websites, including those referenced or linked through the Site.

Site Security

You acknowledge that use of a username and a password is an adequate form of security. You acknowledge and agree that Internet transmissions are never completely private or secure and that any message or information you send to the Site may be read or intercepted by others, notwithstanding our efforts to protect such transmissions. In addition, as a condition of your use of this Site, you agree that you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any Flexibility customer or user of this Site; (iii) probe, scan or test the vulnerability of this Site or the Flexibility network or breach security or authentication measures without proper authorization; (iv) attempt to interfere with service to any user, host or network or otherwise attempt to disrupt our business, including, without limitation, via means of submitting a virus to this Site, overloading, "flooding," "spamming," "mail bombing" or "crashing; " or (v) send unsolicited mail, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability.

We use industry standard physical, technical, and administrative security measures and safeguards to protect the confidentiality and security of your personal information. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that e-mails and other communications you send to us through our Site are not encrypted.

Consent to be Contacted

By submitting your contact information to us, you are expressly consenting to be contacted by us by telephone, email or postal mail even if you have opted into the national Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List or the Do Not Call List of any specific institution.

We may contact you for application and loan servicing, including without limitation, for matters related to your loan or application; to remind you of upcoming payments; or for collections and other loan-related issues.

By submitting your contact information, registering for an account, applying for a Service or beginning an application for a Service, you are consenting to be contacted by us by written notices, email messages, text messages, or telephone, at any email address or mailing address we have for you in our records or from other public and nonpublic databases we may lawfully access, and, in connection with any such telephone calls, you consent to the use prerecorded/artificial voice messages and/or automatic dialing devices, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you for matters related to your loan or application, such as reminding you of upcoming payments, collections, and other loan-related issues. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location and contact information for you.

You hereby further consent that we may utilize third party service and other providers for the purposes of contacting you on our behalf in accordance with the Terms.

You may change your contact preferences by contacting us at support@flexibility.com.

Intellectual Property

The Site is protected by United States and international copyright and trademark laws and other applicable intellectual property laws, and together with any material made available for download, any content, files, code, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site (collectively, the “Content”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved, in writing, by Flexibility. You may not frame or utilize framing techniques to enclose, or deep link to, our names, trademarks, service marks, logos, Content or other proprietary information without our express written consent. You are authorized solely to view and retain a copy of the pages of the Site for your own personal, non-commercial use. Additionally, you agree that you will not (i) remove or alter trademark or other proprietary notice or legend displayed on the Site (or printed pages produced from the Site); and (ii) make any other modifications to any documents obtained from the Site other than in connection with completing information required to transact business with Flexibility.

Submissions, Reviews, Feedback and other Postings to the Site

If you submit, upload or post any comments, ideas, suggestions, information, files, images or other materials to us or the Site, or if you submit any materials through third party services, such as by tagging us on Instagram (collectively, “Submissions”), you represent and warrant that you are the owner of or have the necessary rights and licenses to provide such Submissions. You further agree to, and hereby grant to us, a royalty-free, irrevocable, and fully transferable right and license to use the Submissions at our discretion and to use your name as provided in connection with your Submission or as set forth in your account. Please do not provide any Submissions that (i) are abusive, unlawful, obscene, or harmful, or that could encourage criminal or unethical behavior, (ii) violate or infringes the intellectual property or privacy rights of any person or entity, or (iii) contain or transmit a virus or any other harmful component. We take no responsibility and assume no liability for any Submissions provided by you or any third party, and under no circumstances shall we be liable for any user Submissions, including, but not limited to any loss or

damage that results from the Submissions being transmitted or made available on the Site or through the use of the Site and Services. Flexibility shall not be subject to any obligations of confidentiality regarding such Submissions except as may be expressly agreed in writing by Flexibility or as otherwise specifically required by law.

Access to Your Information and Choices

You can access and update certain information we have relating to your online account by signing into your account and going to the account home section of our Site. If you have questions about personal information we have about you or need to update your information, you can contact us at support@flexibility.com or call us at 1-800-480-7420. You can opt-out of receiving marketing and promotional e-mails from Flexibility by using the opt-out or unsubscribe feature contained in the emails and located in your account homepage. It is your responsibility to ensure that any personally identifiable information provided is accurate, complete and up to date.

After you pay off your account balance in full, we may retain a copy of the information for archival purposes, to comply with state and federal laws, and to avoid identity theft or fraud.

Sweepstakes & Other Promotions

From time to time, Flexibility may conduct promotions on or through the Site, including without limitation, limitation, contests, sweepstakes and other promotions (“Promotions”). Each Promotion may have additional terms and/or rules of participation (“Promotion Rules”), which will be posted or otherwise made available to you. The Promotion Rules for each Promotion in which you participate will be deemed incorporated into and form a part of these Terms for the Promotions. It is your responsibility to read the Promotion Rules to determine whether or not your participation, registration, or entry will be valid or restricted, and to determine your participation requirements.

Digital Millennium Copyright Act Notice / Claims of Copyright

Infringement & Related Issues (17 U.S.C. § 512)

We respect the intellectual property rights of others. If you believe work has been reproduced in a way that constitutes copyright infringement, you may notify our agent by providing the following information:

- Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it; Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Upon obtaining such knowledge, we will act expeditiously to remove, or disable access to, the material. Please be aware that there are substantial penalties for false claims. If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is a written communication that incorporates the following:

- A physical or electronic signature of the poster;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., For any judicial district in which the service provider may be found; and that you accept service of process from the complainant.
- Notices of the foregoing copyright issues should be sent as follows:

By Mail: Flexibility, Attn: Legal Department, 750 Pilot Rd., STE A, Las

Vegas, NV 89119.
By E-Mail: legal@flexibility.com
By Facsimile: 702.623.6837

If you give notice of copyright infringement by e-mail, an agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action. This information should not be construed as legal advice. For further information about the DMCA, please visit the website of the United States Copyright Office at <http://www.copyright.gov/onlinesp>

Disclaimer of Warranty

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE, IS PROVIDED "AS IS," AND "AS AVAILABLE" WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, NEITHER FLEXIBILITY, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS THEREOF, SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE

DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS SITE, THE SERVICES OR CONTENT, OR YOUR INABILITY TO ACCESS OR USE ANY OF THE FOREGOING, OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR FAILURE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US, OUR MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS SITE, THE SERVICES, SUBMISSIONS OR THE CONTENT, WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS WITH RESPECT TO THE INCIDENT GIVING RISE TO THE CAUSE OF ACTION. The foregoing limitation applies to the extent permitted by law in the applicable jurisdiction.

Indemnification

You agree to defend, indemnify and hold Flexibility and its affiliates and its and their directors, officers, employees, agents, contractors, successors or assigns thereof harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by us arising out of your breach of these Terms or violation of applicable law, any of your Submissions, your use of or access to the Site, or access by anyone accessing the Site using your account. We reserve the right to assume or participate, at your expense, in the investigation, settlement, and defense of any such action or claim.

Additional Terms

Certain features or Services available through the Site may be subject to additional terms, which will be presented to you at that time. In the event of a conflict between these Terms and such additional terms, the additional terms will govern with respect to such features and Services. Nothing herein shall be deemed to alter or amend any contract for credit, loan agreement, or any credit services arrangement entered into by or between you, Company or any affiliated creditor or third party.

Minors

This Site is not directed at children under the age of thirteen (13). In compliance with the Children’s Online Privacy Protection Act, we do not knowingly collect or solicit personally identifiable information from anyone under 13 years of age. In addition, children under the age of 18 years may not use our services or register for an account. By using the Site, you represent that you are at least 18 years of age. By using the Site to apply for a loan, or registering for an account with Flexibility, you represent that you are at least 18 years of age (or at least the age of majority in the state in which you reside), and that you have the right to form legally binding contracts and to perform your obligations hereunder.

Law and Venue

This Site is located in the State of Nevada. These Terms and the relationship between you and Flexibility shall be governed by the laws of the State of Nevada without regard to its conflicts of law provisions.

ARBITRATION

THIS ARBITRATION SECTION DOES NOT APPLY IF (1) YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH A MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT AND (2) OUR DISPUTE INVOLVES THE EXTENSION OF CONSUMER CREDIT.

Certain portions of this Section are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Flexibility agree that each of the parties intends that this Section satisfies the “writing” requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement.

Initial Attempt at Resolution of Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates in any way to the Site, Content, Submissions or these Terms (collectively, “Dispute”), excluding any claims relating to any of Flexibility’s actual or alleged intellectual property rights, and without invalidating any dispute resolution or arbitration terms agreed to by you and Us in any Additional Terms (an “Excluded Dispute”, which includes those actions set forth

below under Injunctive Relief), then both you and Flexibility agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Flexibility's notice to you will be sent to you based on the most recent contact information that you provide us. However, if no such information exists or if such information is not current, then we have no obligation under this sub-Section to send such notice. Your notice to Flexibility must be sent to: Flexibility, Attn: Legal Department, 750 Pilot Rd., STE A, Las Vegas, NV 89119. For a period of thirty (30) days from the date of receipt of notice from the other party, Flexibility and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Flexibility to resolve the Dispute or Excluded Dispute on terms with respect to which you and Flexibility, in each party's sole discretion, are not comfortable.

Forums for Alternative Dispute Resolution.

Arbitration. If Flexibility is unable to resolve a Dispute as set forth in the section above within thirty (30) days of receipt of the notice, then either party may submit the Dispute to formal arbitration in accordance with this sub-Section.

By using this Site, you and we agree to arbitrate all Disputes and claims through confidential binding individual arbitration, including, without limitation, all claims regarding the validity, scope, or enforceability of this arbitration provision. In arbitration, a Dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are private, less formal, and more limited than court proceedings. You agree that if either you or We elect arbitration (1) THE PARTIES ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL; (2) ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND YOU AND BOTH PARTIES ARE WAIVING THE ABILITY TO SERVE AS A PRIVATE ATTORNEY GENERAL OR BRING A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING; AND (3) THE PARTIES AGREE AND ACKNOWLEDGE THAT THEY MAY NOT HAVE THE ABILITY TO ENGAGE IN INFORMATION GATHERING OR DISCOVERY AT ALL OR TO THE SAME EXTENT AS IN COURT.

Electing Arbitration: To start an arbitration proceeding, either You or We may elect to arbitrate a Dispute by giving the other party written notice of the intent to arbitrate the Dispute, or by filing a motion to compel arbitration of the Dispute. This notice may be given before or after a lawsuit has been filed concerning the Dispute or with respect to other Disputes brought later in the

lawsuit, and it may be given by papers filed in the lawsuit.

Choosing the Administrator: The arbitration administrator will be: American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. You may contact the AAA directly if you have any questions about the way they conduct arbitrations, or if You want to obtain a copy of their rules and forms (which are also available on their websites). However, if AAA is unable or unwilling to serve as administrator, no company may serve as administrator without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Provision.

You can obtain AAA procedures, rules, and fee information as follows:

By calling AAA at: 800.778.7879

By visiting the AAA website at <http://www.adr.org>

Nature, Limitations, and Location of Alternative Dispute Resolution. In arbitration, as with a court, the arbitrator must honor these Terms and can award the prevailing party damages and other relief (including attorneys' fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. Each party is responsible to pay the applicable administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Flexibility to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Flexibility will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act. No arbitration award involving the parties will have any preclusive

effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration provision.

Injunctive Relief. The foregoing provisions of this Arbitration section will not apply to any legal action taken by Flexibility to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, Services, any Content, Submissions and/or Flexibility's intellectual property rights.

Small Claims Matters are Excluded from Arbitration Requirement. Notwithstanding the foregoing, either party may bring qualifying claim of Disputes in small claims court, subject to the Section Federal and State Courts in Clark County, NV below.

No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to the Arbitration sub-Section above holds that this restriction is unconscionable or unenforceable, then the agreement in the Forums for Alternative Dispute Resolution Section above to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to the Section directly below.

Federal and State Courts in Clark County, NV. Except to the extent that arbitration is required in Forums for Alternative Dispute Resolution Section above, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute may only be instituted in state or federal court in Clark County, Nevada. Accordingly, both you and Flexibility consent to the exclusive personal jurisdiction and venue of such courts for such matters.

Reasonable Accommodation

Individuals with disabilities who require an accommodation to access our products or services should contact us via email at support@flexibility.com; by telephone at (702) 637-7020; or by mail at 750 Pilot Rd., STE A, Las Vegas, NV 89119. Please note that we may need advance notice to provide certain accommodations.

Miscellaneous

Any failure by Flexibility to exercise any rights or enforce any of these Terms shall not constitute a waiver of such rights or Terms. If any provision of these Terms or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms, or the application of such provision in other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law. These Terms constitute the entire agreement between you and Flexibility with regard to your use of the Site, Services or the Content, and any and all other written or oral agreements or understandings previously existing between you and Flexibility with respect to such use are hereby superseded and cancelled. Flexibility will not accept any counter-offers to these Terms, and all such offers are hereby rejected.

This Site, the Services and its Content are directed to persons residing in the United States or its territories. You may not use or export or re-export any portion of this Site, Services or its Content in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.