FlexApproved Terms of Service

Acknowledgement and Acceptance of Terms

Please read these Terms of Service ("Terms") carefully before using FlexApproved.com (our "Website") and the Terrace Finance Corp, application platform (the "Platform") operated by Terrace Finance Corp, its affiliates, subsidiaries, agents or assigns (collectively "us," "we," "our," or "Terrace").

Your access to our Website and your use of our Platform is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, merchants and others who access our Website or use our Service.

By accessing our Website or using our Platform you acknowledge that you have fully read, understood, and accepted these Terms, and agree to be bound by them. If you do not agree with any part of these Terms, it is your choice not to access our Website and not to use our Platform. Your use of the site shall be deemed to be your (and if acting on behalf of a third party, such third party's) agreement to abide by each of the terms set forth below.

These Terms may change from time to time. Any change will be posted on terracefinance.com, and you will be notified by email.

Individuals Under the Age of 18

Our Website and our Platform are not offered for use to individuals under 18 years of age (Underaged Individual). If you are under 18 years of age, do not use this Website or the Platform, and do not provide any information. By accessing, logging in, or submitting information through our Website, or by using our Platform, you are making a conscious and affirmative representation that you are over 18 years of age.

If we learn that an Underaged Individual is utilizing or submitting information on our Website or our Platform, we will delete the correspondent account and any information associated with such account and the Underaged Individual.

Consent to Doing Business Electronically and Electronic Signature.

By accessing, logging in, or submitting information through our Website, or by using our Platform, you are consenting to transact business using electronic means, including to receive electronically communications, notices, disclosures (collectively Documents), and to utilize electronic signatures in lieu of using paper documents.

You must have one of the following listed items and features to receive Documents electronically, to print copies of the Documents, and to retain electronic copies of the Documents:

(a) A computer or other device capable of accessing the Internet, sending and receiving data, and accessing email;

(b) Mobile phone with SMS capabilities;

(c) Internet access;

(d) A valid e-mail address; and

(e) The latest version of one of the following Internet browsers:

i. Google Chrome;

ii. Microsoft Edge;

iii. Mozilla Firefox; or

iv. Apple Safari.

You may request a paper copy of any Documents that have been provided to you electronically by contacting us at (888) 509-1370 or via email at info@flexapproved.com. You have the right to withdraw your consent at any time by contacting us at (888) 509-1370 or via email at info@flexapproved.com. However, if you withdraw your consent, the transaction will be canceled, and you will not be able to continue to use our Website, our Platform including obtain any offers, move forward. Your withdrawal of consent will be effective as of the end of the following Business Day. For purposes of this consent, a "Business Day" means any day from Monday through Friday, excluding Saturdays, Sundays, federal holidays, or banking holidays.

If you wish to change the e-mail address where you receive Documents electronically, you must notify us immediately by contacting us at (888) 509-1370 or via email at info@flexapproved.com. Your change of designated e-mail address will be effective as of the end of the following Business Day.

You are required to provide an additional consent, to doing business electronically and to electronic signatures other than the one contained in these Terms, in order to submit an application to lenders through our Website or Platform. If you do not to provide your consent, the transaction will be cancelled, and you will not be able to obtain any offers or move forward.

You fully understand that any information or document that you accept, acknowledge, or submit through this Website and/or our Platform contains your electronic signature. Any information or document containing your electronic signature shall be deemed for any purpose to have been signed with your wet signature, and will constitute an original when printed from electronic records established and maintained by us or our agents and partners in the normal course of business.

General Terms

By accessing, logging in, or submitting your information through or on our Website or our Platform, you specifically consent to the following:

(a) That you have read our Website's Privacy Policy about the use of your data and electronic records;

(b) That you are consenting to transact business using electronic means, including to receive electronically communications, notices, disclosures, and to utilize electronic signatures with same force as wet signatures in lieu of using paper documents;

(c) That you are able to fully view and access these Terms and our Privacy Policy;

(d) That you can fully access, download, or view files within the electronic device that I am accessing our Website and/or our Service with;

(e) That you provide consent for Terrace, or any of its affiliates and partners to communicate with you through any electronic or telephonic means. Consent for marketing SMS and RCS messages will be obtained separately where required by law.

(f) That you agree that acceptance of these Terms and the consents contained herein, inures to the benefit of Terrace and its affiliates, agents, partners, employees, successors, or assignees;

(g) That you will not make unauthorized use of our Website and systems including but not limited to unauthorized entry into the Website, misuse of passwords, sharing of login information, or misuse of any information posted on this Website or Platform.

(h) That you are consenting to be notified of any changes to these Terms by way of electronic communications within thirty (30) days after the changes have been posted on our Website.

We are not a lender or leasing company, but merely a gateway for lenders, leasing companies, or third parties to offer products and services. Not all products and services are available in all geographic areas or to all applicants. Your eligibility for particular products and services is subject to final determination by our affiliates and partners. It is

solely the decision of our affiliates or third parties to decide whether to provide you with an offer for credit, lease financing, or decline your application.

Honest and Truthful Information

By accessing, logging in, or submitting your information through or on our Website or our Service, you guarantee that you will solely provide honest and truthful information. This includes names, e-mail address(es), mobile phones, and financial information.

Co-Signers or Co-Applicants

By submitting information through our Website, or our Service regarding a co-signer or co-applicant, you hereby represent that you have the authority given by such co-signer or co-applicant to complete such information on their behalf.

Access to Secure Areas of our Website

Access and use of password protected and/or secure areas of our Website is restricted to specifically authorized users only. For security purposes, you agree that you will not share or disclose your login and password information to any other individual, including family and potential co-signors. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

Termination

We may terminate or suspend access to our Platform immediately, without notice, for any reason whatsoever, including without limitation in instances where if you breach these Terms. You agree that terminating or suspending your access to our Platform is within our rights and you hereby waive any and all liability to you from Terrace, including when derived from Terrace's negligence.

All provisions of these Terms which by their nature should survive termination shall do so, including but not limited to: intellectual property provisions, ownership provisions, warranty disclaimers, indemnities, and any limitations of liability.

Application Information

We are not a lender, and we do not provide the services offered by our Platform. We provide a software platform for applicants to get third party financial institution offers and/or other products and services. It is solely the responsibility of those providers to offer and fund purchases, offer products and/or services based solely on their own underwriting and compliance practices. As stated above, your eligibility for particular products and services is subject to final determination by our affiliates and partners. It is solely the decision of our

affiliates or partners to decide whether to provide you with an offer for credit or decline your application.

If you wish to apply for financing or products or services made available through our Platform, you may be asked to supply certain information relevant to your application including, without limitation, your name, date of birth, social security number, contact information, employment information, gross/net income, credit score, banking information and copies of documents. For more information, please visit our Privacy Policy.

Intellectual Property and Use of Website Content

Our Website is proprietary to Terrace Finance Corp. All and any text, image, mark, logo and other content of our Website ("Website Content") is property of Terrace or third parties from whom we have obtained permission to use such content.

We authorize you to view, download, use, and print Website Content only under the following limitations:

(a) All Website Content must be for your own personal use (non-commercial);

(b) You may not copy, share, publish or redistribute any Website Content by any means, physical or electronic;

(c) You may not modify Website Content;

(d) You may not remove from the Website Content you viewed, printed, or downloaded, any copyright, trademark, or other proprietary notices that have been placed in the Website Content;

(e) Except as expressly permitted above, reproduction or redistribution of the Website Content, or any portion of the Site Content, is strictly prohibited without our prior written permission. To request permission, you may contact us at info@flexapproved.com.

(f) You represent and warrant that any use you make of our Website Content will be consistent with these Terms, and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties.

Copyright

Terrace Finance 2019. All Rights Reserved. Any and all text, image, mark, logo and other content of our Website is owned by Terrace unless otherwise indicated.

Trademark

The Terrace Finance logo is protected by trademark. Terrace Finance Corp is registered in the United States. The FlexApproved trademark is protected by common law use and pending USPTO registration.

Links to Third Party Sites or Services

Our Website or Platform may contain content on other sites accessible from our Website by link to third party websites or services that are not owned or controlled by us. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage you to be aware of when you leave our site and to read the privacy statements and/or terms of use of any third party websites.

We make an effort to thoroughly vet third party business partners, but we have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites or services.

You acknowledge and agree that we are not responsible or liable in any way, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third party website or service, including but not limited to: content, goods or services.

Limits on Liability

We work hard to provide the best Website and Platform experience we can, and to specify clear guidelines for everyone who uses them. Our Website and Platform, however, are provided “AS IS,” and “AS AVAILABLE” basis. We make no guarantees that our Website, Platform and/or any information contained therein will be always safe, secure, accurate or error-free, virus-free, or that they will function without disruptions, delays, or imperfections.

Under no circumstance will we be liable to you by negligence or contract including, but not limited to: any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the use of our Website or Platform, even if we have been advised of the possibility of such damages.

Additionally, as a condition of use of the site, you agree that we, nor any of our officers, affiliates, directors, shareholders, agents, contractors or employees will be liable to you or any third party for any direct, indirect, incidental, special, punitive, or consequential loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the site. The limitations set forth in this section apply to our acts, omissions, negligence, and gross

negligence and any of our affiliates, parents, subsidiaries, contractors, subcontractors, officers, directors, shareholders, managers, employees, and agents, which, but for this provision, would give rise to a course of action in contract, negligence, equity, or any other legal doctrine. Also, we shall not be liable for any losses arising out of the delay or interruption of its performance of obligations due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions by a third party, infiltration or disruption of the Services by a third party, or other catastrophes or occurrences beyond our reasonable control.

Without waiving the provisions above under which we will not be liable to you under any circumstances (whether arising by contract, negligence or otherwise), because you and we acknowledge that it would be difficult at this time to calculate any future damages that could be derived by a breach, **we and you hereby agree that your or our aggregate liability arising out of, or relating to, these Terms or your use of our Website or Platform, in no case will exceed the greater of $100, or the amount you have paid us in the past twelve months ("Liquidated Damages").** Specifically, you and we hereby acknowledge that the above Liquidated Damages sum is a fair estimate of your and/or our possible future damages, calculated at this time for your and our convenience to: (a) fairly and reasonably compensate the other in the light of any anticipated or actual harm caused by a breach: (b) address the difficulties of proof of loss; (c) address the inconvenience of otherwise obtaining other adequate remedy.

To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, AND INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct any of our business partners and/or affiliates, and we are not responsible for their actions or conduct (whether online or offline). **We do not make any warranty as to the results that may be obtained from the use of our Website or Platform or as to the accuracy and reliability of any content or any information or products obtained through our Website or Platform.**

You agree to use the site at your own risk and neither we nor the third parties who provide information and materials for publication within our Website or Platform will be liable for any damages arising from your use of our Website or Platform. Additionally, you understand and agree that any material or data downloaded or otherwise obtained through the use of the site or the services is done at your own discretion and risk and that user will be solely

responsible for any damage to its computer system, loss of service or loss of data that results from the download or use of such material or data.

You expressly acknowledge that this site and the services are computer network-based services, which may be subject to outages, interruptions, attacks by third parties and delay occurrences. In such an event and subject to the terms hereof, terrace shall use commercially reasonable efforts to remedy material interruptions and will provide adjustments, repairs and replacements, within its capacity, that are necessary to enable the site to perform its intended functions in a reasonable manner. You acknowledge that we do not warrant that such efforts will be successful. If our efforts are not successful, you may terminate the applicable service agreement and cease using the site. This shall constitute your sole remedy, and our sole liability, in the event of interruption, outage or other delay occurrences of the site.

You waive and covenant not to assert any claims or allegations of any nature arising from or relating to your use of the site, including, without limitation, all claims and allegations relating to the alleged infringement of proprietary rights, the alleged inaccuracy of content, or allegations that we should indemnify, defend, or hold you harmless from any claim or allegation arising from your use, republication or other exploitation of the site.

Indemnification

You agree to indemnify, defend and hold harmless Terrace Finance Corp, its subsidiaries, affiliates, directors, officers, shareholders, agents, contractors and employees, from any

claim or demand, including reasonable attorneys' fees and court costs, made by anyone (including you) due to, arising from or out of:

(a) your use of the Website or Platform;

(b) your breach or alleged breach of any representation, warranty or other obligation as agreed by these Terms, our Privacy Policy and any;

(c) your violation or alleged violation of any federal, state, international or local law and any and all regulations, rules or ordinances;

(d) the negligence or willful misconduct by you and/or any of your employees or agents;

(e) any violation of these Terms;

(f) your infringement of any intellectual property or other legal right of any person or entity; or,

(g) your advertising, marketing, promotion, sale, or distribution of any products or services.

In the event you cause fines and/or penalties to be charged to us by the Credit Card Associations or any other entity, you agree to reimburse us immediately for said fines and/or penalties.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. In the event of a conflict between these Terms and the applicable Service Agreement, the latter shall govern.

Privacy Policy

Information collected by our Website or Platform will be treated in accordance with our Privacy Policy located at https://flexapproved.com/privacy, which is incorporated herein by reference.

Governing Law and Jurisdiction

The Site is accessible in all fifty states, and each of these places has laws that may differ from those of Nevada and from each other. As you and us both benefit from establishing a predictable legal environment in which to publish, access and use our Website and our Platform, by publishing, accessing, and/or using this Website or the Platform, you and us agree that all matters arising from or relating to the use and operation of our Website or Platform will be governed by the laws of the State of Nevada, without regard to its conflicts of laws principles.

Additionally, you agree that all claims arising from or relating to the operation or use of our Website or Platform will be heard and resolved in the Eight Judicial District Court in Las Vegas, Nevada or the United States District Court for the District of Nevada. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objections to proceeding in such courts.

Severability

In the event that any provision of these Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of the Terms.

Contact Us

If you have any questions about these Terms, please contact us at (888) 509-1370 or via email at info@flexapproved.com.