



Commercial Financing Merchant Agreement

Business Legal Name _____

Business DBA Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Phone #: _____ Email: _____

Website: _____ State of Inc/Organization: _____ Tax ID#: _____

The undersigned certifies that all information provided is true and correct and authorizes Flexxbuy LLC (hereinafter referred to as "Flexxbuy") and its affiliates and any credit bureau or other agency to investigate the references, statements, or other data listed or accompanying this application.

The undersigned authorizes all party's contacts to release credit and financial information requested as a part of any due diligence. By applying for enrollment as a Merchant in the Flexxbuy finance program(s) and its contracted Lender(s) finance programs, Merchant hereby expressly grants the authorization and power of attorney to Flexxbuy to execute, whether digitally or in actuality, any and all documents on our behalf to register and enroll our firm in any or all of Flexxbuy's finance programs and with its contracted Lender(s). This authority shall remain in full force and effect until such time as Merchant notifies Flexxbuy in writing of their intent to suspend such authorization. The suspension of this authorization shall not apply to, or rescind, any documents already executed on our behalf by Flexxbuy.

This Program will Fund you 100% directly for every approved Customer Application. Funding time will vary from one to 3 days.

This is a summary of charges and expectations for the financing platform you are registering for. The undersigned, being duly authorized, hereby: **Certifies that the below referenced fees have been explained to me in full.**

1. Fee payments:

Subscription Startup Fee (One time)

I understand there may be an initial charge for registration, facilitating and implementation of the program. This charge, if applicable, is a 'one time' charge at the inception of the program and is \$ _____.

Funding fee:

We will charge you a post funding service of **3%** of each funded loan, reconciled monthly or \$99 Per Month, whichever is greater. The amount of \$99 will be debited upon setup of this program and every month thereafter, subject to reconciliation against loans funded during the previous month.

2. Cancellation

Either party may cancel this contract at any time with 30 day written notice. There is no fee to cancel this service.

3. Merchant Indemnification

Merchant agrees to indemnify, defend and hold harmless FLEXXBUY LLC and its directors, officers, employees,

agents, shareholders, partners, members, technology providers, financial institutions, and associates from and against any and all claims, suits, actions, demands, injuries, liabilities, losses or deficits, damages, judgments, settlements, costs, or expenses arising out of or related in any way to Merchant's use of the Services, violation of this Agreement, violation of any law or regulation or violation of any proprietary or privacy right. The terms of this provision shall survive termination of this Agreement.

4. Merchant Representation

Merchant represents and warrant that they are engaged in legal activities conducted in compliance with all applicable laws; the use of this Service does not violate any licensing or other law, rule or regulation that governs their business (including but not limited to those governing financial services, consumer protection, unfair competition, anti-discrimination, and false advertising); they are not engaged in any consumer fraud or deceptive trade practice; they agree that the products and/or services do not violate any local, State or Federal law, rule or regulation; and the Services will be used only to facilitate the purchase of goods and services offered for sale in the ordinary course of their business.

5. Proprietary Rights and Intellectual Property

5.1 Merchant acknowledges and agrees that Flexxbuy (or Flexxbuy's licensors including banks, financial institutions and other companies that Flexxbuy works with in relation to providing the Services) own all legal right, title and interest in and to the Services, including any intellectual property and any related rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

5.2 Merchant understands and agrees that they cannot and will not mention or use Flexxbuy's name or the names of any of its licensors that may provide the Services in any of your marketing materials without the prior written consent of Flexxbuy. Notwithstanding the preceding sentence, you may use the Icons supplied to you by Flexxbuy on your website(s) as set forth in this Agreement.

5.3 Merchant agrees that all Icons relating to the Services are the property of Flexxbuy and are protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed, regardless of whether or where such rights are filed. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Icon, in whole or in part. Any use other than as contemplated herein, including the reproduction modification, distribution, transmission, republication, display, or performance, of the content on Flexxbuy's site or the Icons, except as specifically permitted herein, is strictly prohibited. All other marks, names, and logos mentioned on Flexxbuy's site or in the Icons are the property of their respective owners and similarly may not be used, modified, or altered in any way whatsoever.

6. Provision of the Services by Flexxbuy

6.1. Merchant acknowledges and agrees that the form and nature of the Services that Flexxbuy provides may change from time to time without prior notice to you.

6.2 Merchant acknowledges and agrees that Flexxbuy may stop (permanently or temporarily) providing the Services (or any features of the Services) at Flexxbuy's sole and absolute discretion, without prior notice.

6.3 Merchant may not assign or otherwise transfer this Agreement. By participating in the Program, Merchant authorizes Flexxbuy and its technology providers/lending institutions to use your contact information to communicate with you about the program and Flexxbuy services generally. Flexxbuy may assign part, or all, of its rights, duties, and obligations under this agreement, and if so assigned, Flexxbuy shall provide notification to Merchant of any such change.

7. Relationship Among the Parties

The parties agree that they are each independent contractors and nothing contained within this Agreement will create any partnership or joint business venture, agency or franchise, sales representative, or employer / employee relationship. Merchant shall not have any authority to make, accept, or solicit any offer or representation on behalf of Flexxbuy or any of its financial institutions. Merchant shall not make any verbal, written, or electronic statement that may contradict this stated relationship of the parties.

8. Changes to the Terms and Acceptance

8.1 Flexxbuy may, in its sole and absolute discretion, make changes to the Terms from time to time. When these changes are made, Flexxbuy will provide you with a new copy of the Terms and any new Additional Terms will be made available to you from within, or through, the affected Services.

8.2 You understand and agree that if you use the Services after the date on which the Terms have changed, Flexxbuy will treat your use as acceptance of the updated Terms, unless however, you exercise your Termination option captioned herein.

9. Disclaimers of Warranty

THE SYSTEM IS PROVIDED "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE.

10. General Legal Terms

10.1 The Terms constitute the entire legal agreement between you and Flexxbuy and governs your use of the Services (but excluding any services which Flexxbuy may provide to you under a separate written agreement), and completely replaces any prior agreements between you and Flexxbuy in relation to the Services.

10.2 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision or provisions will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

10.3 GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION: THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. AGENT HEREBY EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF OHIO FOR ANY LAWSUIT FILED THERE AGAINST THE AGENT BY THE COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT.

Notwithstanding this, you agree that Flexxbuy shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. The parties hereto agree that any claim, or any controversy under this Agreement will be resolved by binding arbitration conducted in accordance with the Commercial Arbitration rules of the American Arbitration Association, as such rules shall be in effect on the date of delivery of demand for arbitration, which arbitration will be held in Hilliard, Ohio. Each party shall pay the fees of its own attorneys, the expenses of witnesses and all other expenses connected with the presentation of such party's case, except that the arbitrators may impose all such fees, costs and expenses otherwise payable by the prevailing party on the losing party if they determine that the losing party's position was taken without good faith or solely for the purpose of delay. The costs of the arbitration including the cost of the record of transcripts thereof, if any, administrative fees, and all other fees and costs, shall be divided equally between the parties, except that the arbitrators may impose all such fees, costs and expenses otherwise payable by the prevailing party on the losing party if they determine that the losing party's position was taken without good faith or solely for the purpose of delay. The arbitrators will be empowered to award damages in the amount established by the preponderance of the evidence and in accordance with the terms of this Agreement. The arbitrators will have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement. The arbitrators also will have the authority to grant any temporary, preliminary or permanent equitable remedy or relief they deem just and equitable and within the scope of this Agreement, including, but not limited to, an injunction or order for specific performance. Any award will be final and binding upon the parties and their successors and permitted assigns. Any party may apply to any court of competent jurisdiction for confirmation and entry of judgment based on the award of the arbitrators.

10.4 Notices: Any notices required by this Agreement shall be directed via Mail and electronic copy to those identified below:

Flexxbuy, LLC, 10380 SW Village Center Drive, Tradition #321, Port St Lucie FL 34987 Email: info@flexxbuy.com

11. Acknowledgment

BY ACCEPTING AND SIGNING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU HAVE ALL NECESSARY AND REQUIRED APPROVALS AND ARE LEGALLY AUTHORIZED TO ENTER INTO SUCH AGREEMENT AND INTEND TO BE BOUND BY THE TERMS CONTAINED HEREIN.

Printed Owner/Officer Name _____

Owner/Officer Signature _____

Title _____ Date _____

Acknowledged by

Flexxbuy Management _____

Date _____



Credit Select Program

FLEXXFUNDS B-to-B Customer Financing Program

Checking Account Information

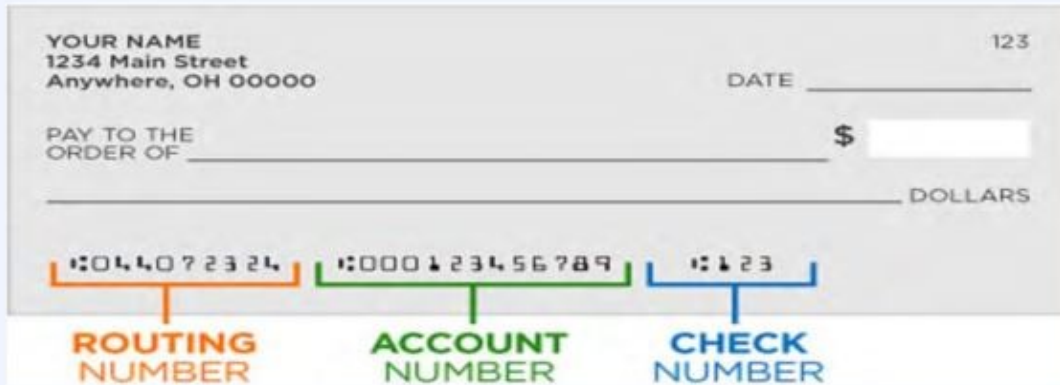
Send by Email

Print

Save

Bank Name		Bank Phone
Transit/ABA Routing Number (9 Digits)	Checking Account Number	

Attach Voided Check Here



Cardholder Name (as shown on credit card)	<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMERICAN EXPRESS
Billing Address on Card (Street/Suite/City/State/Zip)			
Credit Card #	Expiration Date (MM/YY)	CVV Code (3 or 4 Digits)	

I authorize FLEXXBUY LLC or its designated agent(s) (hereafter FLEXXBUY) to transact and collect the amount required for the Setup Fee as indicated in this Agreement upon approval of my Merchant Application using the method indicated on this payment authorization. I understand that this will fee is non-refundable. I also authorize FLEXXBUY to debit my checking account or to charge the indicated credit card as identified above for selected merchant finance program fees, other than the Setup fee, shown in this Agreement. This authorization shall remain in effect until FLEXXBUY receives a 30-day written notification from me of intent to terminate in such manner as to afford FLEXXBUY reasonable opportunity to act (a minimum of 30 days). I understand that if the total amount owed is increased, I authorize this plan to continue as the payment amount remains unchanged until the amount owed is paid off, or unless the plan is terminated earlier by me as above. I understand any added amounts can be applied for with a new Payment Authorization Form. All other changes such as payment amount, frequency, and bank account number change will require a new Payment Authorization Form to be filled out and submitted to FLEXXBUY 15 days prior to any change being implemented. I understand that this payment plan may be canceled by FLEXXBUY due to non-sufficient funds (NSF). In the event my account does not have sufficient funds for the payment, I will be liable to pay an NSF (non- sufficient funds) fee of \$25.00 per occurrence (or the amount allowable by law), which may be automatically debited for each NSF. I represent and warrant that I am authorized to execute this payment authorization for the purpose of implementing this payment plan. I indemnify and hold FLEXXBUY and the bank(s) harmless from damage, loss, or claim resulting from all authorized actions hereunder.

I authorize FLEXXBUY to debit from my account the equivalent 3% of each funded loan, reconciled monthly, or \$99 per month, whichever is greater. The amount of \$99 will be debited upon the approval of my application and every month thereafter, subject to reconciliation against loans funded during the previous month.

Account Holder Signature

Print Name

Date