

TERMS OF USE

AXOS SUPPLIER PORTAL ACCESS

(Version Effective October 12, 2021)

Axos Financial, Inc., on behalf of itself and its affiliates (“Axos”), is pleased to provide access to the Axos Supplier Portal (the “Supplier Portal”) for use by our suppliers.

The Supplier Portal is subject to these Terms of Use. References to “You” or “Your” is a reference to an individual who is authorized to use the Supplier Portal on behalf of a supplier of Axos. An individual will be authorized to use the Supplier Portal if they are acting on behalf of an organization that has entered into an agreement, statement of work, purchase order, invoice, or similar agreement (the “Contract”) with Axos for the provision of services (who will be referred to herein as the “Supplier” in these Terms of Use.

YOU SHOULD ONLY ACCESS AND USE THE SUPPLIER PORTAL IF YOU HAVE BEEN AUTHORIZED TO DO SO BY AND ON BEHALF OF A SUPPLIER. BY USING THE PORTAL, BOTH YOU AND SUPPLIER AGREE TO BE BOUND BY THESE TERMS OF USE AND YOU FURTHER AGREE THAT YOU ARE AUTHORIZED TO ENTER INTO THESE TERMS OF USE FOR AND ON BEHALF OF SUPPLIER AND TO BIND SUPPLIER TO THE TERMS OF USE.

Axos reserves the right to revise the Terms of Use from time to time without prior notice by posting the amended Terms of Use on the Supplier Portal, or to include additional terms, conditions, and guidelines with respect to the use of the Supplier Portal.

1. Supplier Portal Usage Restrictions:

Subject to the terms and conditions below, you and Supplier agree:

- a) To use the Supplier Portal only as permitted by these Terms of Use;
- b) Not to interrupt or attempt to interrupt the operations of the Supplier Portal in any way or to attempt to gain unauthorized access to the Supplier Portal or any part of it.
- c) Not to use the Supplier Portal in any manner that could damage, disable, overburden, or impair it or interfere with Axos’ or any other party’s use and enjoyment of the Supplier Portal; and
- d) Not to obtain or attempt to obtain any materials or information through means not intentionally made available or provided through the Supplier Portal.

2. Electronic Communication:

The Supplier Portal may provide you with the capability to send electronic communications, such as e-mail, directly to Axos or Axos’ representative and to interact within applicable areas of the Supplier Portal. You agree to the following terms with respect to your use of any electronic communications through the Supplier Portal:

- (a) You will not transmit information to Axos using electronic communications except through those electronic features designated by Axos for those express purposes. You acknowledge that Axos will not act upon any information transmitted through electronic communications other than those you transmit through the designated features;
- (b) Axos may, but is not obligated to, review or retain your electronic communications for, among other reasons, monitoring the quality of service you receive, your compliance with these Terms of Use or the security of the Supplier Portal. Axos is entitled to disclose your electronic communications to the same extent it may disclose other information about you. In no event will Axos be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of such activities by Axos;
- (c) You will not use any electronic communication feature of the Site for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening, or injurious or detrimental to the Supplier Portal;
- (d) You agree not to submit to the Supplier Portal any information that infringes upon or violates the privacy, rights, trademarks, copyrights or other intellectual property rights of others, anything that is illegal, defamatory, obscene, harassing, offensive, objectionable or sexually explicit, that encourages a violation of the law, that contains a virus, that is off-topic, or, without Axos' permission, that contains any solicitation or advertising;
- (e) Axos has the right, but is not obligated to, monitor the Supplier Portal to determine your compliance with Terms of Use, with the Contract, and with applicable laws

3. License:

In consideration of the fulfillment by Supplier of its obligations hereunder, Axos hereby grants Supplier a royalty free, revocable, non-exclusive, non-sublicensable, non-transferable right and license to remotely use the Axos Supplier Portal to access, review and use, solely for purposes of the Contract, such documents and information as Axos may in its sole discretion make available to the Supplier thereon or therethrough (the Supplier Portal, such access, and any documents and information provided on or through the Supplier Portal being referred to collectively herein as the "System"). In no event shall access to, use of, or information obtained from the System be used for any other purpose.

4. License Restrictions:

Nothing in this Agreement shall be construed as an express or implied grant to Supplier of any right to (a) download or reproduce any of the documents or information obtained from the System; or (b) distribute, disclose, or allow access to, or use of, the System to or by any third party without the prior written permission of Axos.

5. Ownership:

This Agreement does not constitute a sale of the System or any portion thereof. Axos, its licensors and/or third-party service providers (as applicable) retains title to and ownership of the System (including without limitation its layout, interfaces, functionality, incorporated

images, text, videos, and any and all documents and information contained therein) and all copyright, patent, trademark, and other intellectual property rights related thereto. All rights not expressly granted to the Supplier hereunder are retained by Axos, its licensors and/or third-party service providers (as applicable). Should you provide any feedback or other information via the Supplier Portal, such as questions, comments, suggestions or similar (collectively "Feedback"), such Feedback will be deemed to be non-confidential and Axos will have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose and distribute the Feedback to others without limitation or payment to you or Supplier. Axos will be free to use any ideas, concepts, know-how or techniques contained in the Feedback for any purpose whatsoever, including without limitation to develop, manufacture and market products incorporating such Feedback.

6. Passwords and User IDs:

In order to permit Supplier and its individual personnel to access the System, Axos will provide Supplier and its personnel with an invitation to Register in the System consisting of an email and URL link where they can use to register their organization in the System. The Supplier, during the Registration process, will create their user ID ("identification codes"), password (collectively, "Passwords"), and company profile details. The Supplier can then create additional user IDs for their staff to grant access to the System to enter invoices, update organization details, view purchase order agreements, and view payment status for invoice they have entered in the System. Supplier shall not permit the disclosure or sharing of Passwords by its personnel, nor shall it permit the use of any Password to access the System or portion thereof other than to which it is expressly granted a right of access hereunder and Supplier shall take commercially reasonable efforts to protect the unauthorized access to the System. Further, the Supplier shall handle the Passwords with all due care and keep them secret. You and Supplier are solely responsible for all transactions, communications and acts or omissions that occur through the use of the Password by you or any person or entity using Password provided to you, whether or not such access or use has been authorized by you or Supplier. Supplier shall only permit use of a Password by current employees, and shall not provide or distribute any Password to, or permit the use of any Password by, any third party. Supplier acknowledges that any passwords or identification codes needed by a third party may only be provided directly by Axos. Supplier shall immediately notify of any distribution to or use of a Password by a third party of which Supplier becomes aware. Axos may terminate, de-activate, suspend, alter access rights, or otherwise interfere with or modify the operation of any Password at any time in its sole discretion. Both you and Supplier are responsible for notifying Axos and requesting deactivation of your account upon your leaving the Supplier organization to which the account was provisioned.

7. Confidentiality:

(a) Supplier shall treat all information and materials obtained on or through the System as proprietary and confidential to Axos, regardless of the form or medium of such disclosure, and, subject to the terms of the Contract, shall not disclose or distribute such information to any third party without Axos' express written consent. Supplier shall not reverse engineer, reverse assemble, disassemble, or decompile the System or any of its contents, and

(b) upon termination of access to the System, Supplier shall return to Axos or upon Axos' request destroy, all information and materials obtained on or through the System.

8. Availability:

Access to the Supplier Portal may become unavailable without notice at certain times, including without limitation, when the System requires maintenance or upgrades, or in the case of unforeseen circumstances. Axos will not be responsible for the lack of availability of the Supplier Portal or for any damages that may result from such lack of availability.

9. Data Protection:

Supplier authorizes Axos and its contractors to collect, use, transfer, store or in other ways handle data relating to an identified or identifiable person or legal entity in connection with Supplier's use of the System. Axos may use such information in accordance with its [Online Privacy Policy](#).

10. Legends:

Supplier shall not remove or alter any copyright or other notice, or any restrictive or proprietary legend, affixed to or incorporated in any portion of the System.

11. Termination; Suspension; Modification:

Axos may, with or without notice, terminate, suspend, change or discontinue any aspects of the Supplier Portal at any time and for any reason, including without limitation, content features or hours of availability. In the event of termination of the Contract, Supplier's right hereunder to access and use the System will immediately terminate. All provisions of these Terms of Use, that by their nature, are intended to survive termination and will remain in effect.

12. Verification:

Supplier acknowledges that Axos may monitor Supplier's activities on the System at Axos' discretion in accordance with applicable laws, and Supplier consents to such monitoring. In addition, upon request from Axos, Supplier shall provide Axos with such information, access, and assistance as it may reasonably require to verify compliance with the Terms of Use.

13. Representations and Warranties of you and Supplier:

You and Supplier agree that:

- (a) these Terms of Use constitute a valid, binding obligation between you, Supplier and Axos;
- (b) any information you enter and transmit to Axos through this Supplier Portal is true and accurate to the best of your knowledge and belief, including without limitation, any contact details and bank account or other financial information;
- (c) you are authorized to provide the information you submit to the Supplier Portal on behalf of the Supplier;
- (d) you are both responsible for any errors or omissions in any information supplied through the Supplier Portal and you are both responsible for keeping such

information current and relevant at all times, including without limitation, any bank account or other financial information. **We rely upon you and Supplier to ensure any information supplied is accurate and up to date. We will have no liability for any inaccuracies in any information provided to use via the Supplier Portal and we will have no obligation to confirm the accuracy of any information that is provided to us via the Supplier Portal;** and

- (e) you have full power, authority and legal capacity to enter into these Terms of Use and comply with its obligations, and you have the authority to bind and represent Supplier as your employing organization or, if you are not an employee, as the Supplier you represent.

14. AXOS Warranties and Disclaimer:

NOTHING IN THESE TERMS OF USE SHALL OBLIGATE AXOS TO PROVIDE ACCESS TO THE SYSTEM OR ANY OF ITS CONTENTS. THE PROVISION OF SUCH ACCESS IS SOLELY AT AXOS' DISCRETION, AND MAY BE LIMITED OR DISCONTINUED AT ANY TIME. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM AND ACCESS THERETO ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND SUPPLIER'S USE OF THE SYSTEM IS SOLELY AT SUPPLIER'S OWN RISK. AXOS DOES NOT WARRANT THAT THE SYSTEM OR ACCESS THERETO WILL MEET SUPPLIER'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXOS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING OR RELATED TO THE SYSTEM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

15. Limitation of Liability:

AXOS WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FROM LOSS OF BUSINESS, DIMINUTION OF PROPERTY VALUE, LOSS OF PROFITS, OR DOWN TIME RESULTING FROM USE OF THE SUPPLIER PORTAL, WHETHER BASED IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE WARRANTY EXCLUSION OR LIMITATION OF LIABILITY SET FORTH IN THESE TERMS OF USE ARE FOR ANY REASON WHATSOEVER HELD UNENFORCEABLE OR INAPPLICABLE, YOU AND SUPPLIER AGREE THAT AXOS' LIABILITY SHALL NOT EXCEED TEN U.S. DOLLARS (\$10).

16. Indemnification:

Supplier agrees to indemnify, defend, and hold Axos and its affiliates and direct or indirect subsidiaries party to the Contract harmless from all claims, expenses, delays in payment for services rendered due to incorrect payment information entered by Supplier in the System, losses, damages and liabilities (including reasonable attorney's fees) arising out of any breach by Supplier of its obligations under these Terms of Use.

17. Miscellaneous:

These Terms of Use will be read and interpreted according to federal law and the laws of the State of California, without regard to conflict-of-law provisions or rules.

In any legal action, arbitration or claim regarding these Terms of Use, the prevailing party will be entitled to recover costs and reasonable attorney's fees.

If you access the System from outside of the United States, you are responsible for compliance with local, national, and international laws.

Axos may accept on Supplier's behalf payments to Supplier's account which have been transmitted through one or more Automated Clearing Houses ('ACH') and which are not subject to other Electronic Funds Transfer Act and Suppliers rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

These Terms of Use constitute the entire terms of use between you/Supplier and Axos with respect to the Supplier Portal. In the case of conflict between these Terms of Use and the Contract, the Terms of Use will prevail solely with respect to Supplier access to the System.

If any section of these Terms of Use are found to be invalid or unenforceable in any jurisdiction in which such section is performed, the validity, legality and enforceability of the remaining provisions contained in these Terms of Use will not in any way be affected or impaired as a result.

The failure of Axos to enforce or require enforcement of any provisions of these Terms of Use will not constitute, or be constituted to be, a waiver of the Terms of Use provisions, nor will it affect Axos' right to enforce all provisions of these Terms of Use.