Terms of Use
Effective date: 11.16.2026
Website: https://flipflow.fund/

These Terms of Use ("Terms") govern access to and use of the Flip Flow website, investor portal, project dashboards and related online services (collectively, the "Platform") operated by **FLIP FLOW OPERATIONS LLC**, a Delaware limited liability company ("Operations," "we," "us" or "our").

1. Agreement and eligibility

By checking a box or taking another action expressly identified as acceptance of these Terms, you agree to these Terms. Where these Terms are prominently presented before use of a particular service, your use of that service constitutes acceptance to the extent permitted by applicable law. If you do not agree, do not register for or use services requiring acceptance.

You must be at least 18 years old and legally capable of entering into this agreement. If you act for an entity, you represent that you have authority to bind it. References to "you" include that entity where applicable.

Access to the Platform does not establish eligibility to invest. Additional requirements apply to particular offerings and services.

2. Platform operator and issuers

Operations provides the Platform for publication of offering information, document exchange, investor administration and project reporting, including renovation budgets, stages, milestones and progress updates.

FLIP FLOW HQ INC., a Delaware corporation ("HQ"), owns or licenses the Flip Flow brand and relevant intellectual property. Operations uses those assets under arrangements with HQ.

Investment opportunities displayed on the Platform are offered by the issuer identified for each offering ("Issuer"). An Issuer may be a limited liability company acting with respect to a designated series, or a series identified in its organizational and offering documents. The offering page and applicable documents identify the precise Issuer, the interests offered and its manager.

The sponsor or manager for each offering is the person or entity identified in the applicable Offering Documents. The offering page and Offering Documents identify the relevant Issuer and its authorized manager. Material ownership, compensation and conflicts of interest relating to an offering are described in its Offering Documents.

Operations' role as Platform operator does not make it the issuer of interests displayed on the Platform. Neither HQ nor Operations guarantees an Issuer's obligations or investment performance merely because the offering is displayed on the Platform. Each entity remains responsible for its own obligations and conduct under applicable law.

3. Nature of investments and offering documents

Unless an offering expressly provides otherwise, an investor purchases membership interests in the identified Issuer or Series, rather than a direct deeded interest in a property or equity in HQ or Operations. The Issuer's ownership of, or investment in, a property-level entity is described in the offering documents.

The applicable private placement memorandum or other disclosure document, subscription agreement, limited liability company agreement, supplements and other transaction documents ("Offering Documents") describe the investment's terms, rights, fees, risks and restrictions.

These Terms govern Platform use. They do not amend an investment agreement or alter an investor's ownership, distribution, information, voting or other contractual rights. In a conflict concerning an investment, the applicable executed transaction documents govern in accordance with their terms. Nothing in this provision excuses a misleading statement or omission on the Platform.

Website summaries are abbreviated. Review the complete Offering Documents and relevant updates before making an investment decision.

4. Offering eligibility and subscription process

Each offering identifies its applicable legal framework and eligibility requirements. For offerings conducted under Rule 506(c) of Regulation D, sales are limited to accredited investors, and the Issuer must take reasonable steps to verify accredited investor status. A questionnaire or account approval is not, by itself, a determination that all requirements have been met.

An Issuer, its manager or an authorized service provider may request information reasonably necessary to assess eligibility, authority, identity and compliance with applicable requirements. You must provide accurate, complete information and promptly correct material inaccuracies.

Creating an account, viewing an offering, indicating interest or clicking an investment button does not, by itself, create a binding subscription or confer membership. The applicable subscription agreement determines when an investment becomes binding, when funds are due, the conditions to acceptance and issuance, and any cancellation or refund rights.

The Issuer or its authorized manager makes acceptance decisions under the Offering Documents. Platform access does not guarantee allocation or acceptance. No provision of these Terms creates a right to withdraw from an otherwise binding investment agreement.

Offerings may be unavailable in particular jurisdictions. Access to information does not mean an offering is lawfully available to every viewer. Any separately restricted offering remains subject to its own access and distribution requirements.

5. Information, assistance and investment decisions

Operations' Platform services do not include personalized investment recommendations or legal, tax or accounting advice. General educational materials, filters, calculators and administrative assistance are not a determination that an investment is suitable for you.

Information supplied by an Issuer, manager or property operator should be identified by source where appropriate. Administrative communications may be delivered through the Platform on their behalf. The identity and capacity of the party communicating about an offering should be clear.

Investments involve risks, including loss of the entire investment, illiquidity, restricted transfers, financing risks, construction delays, cost overruns, market changes and conflicts of interest. Review the risks specific to the offering and obtain independent advice as appropriate.

Neither filing a Form D nor reliance on a registration exemption means that the SEC or any state regulator has approved an offering or endorsed its merits. Nothing in these Terms determines or exempts any person from a registration or licensing obligation.

6. Project reports, estimates and calculators

Project information may include budgets, schedules, photographs, valuations, forecasts, estimated returns and reports from property operators or other sources. Estimates and projections depend on assumptions and may change. Actual costs, completion dates, proceeds and returns may differ materially.

Calculators illustrate results under stated or user-selected assumptions. They do not promise returns or account for every expense, tax, financing term or personal circumstance unless expressly stated.

Historical results are not a guarantee of future performance. Information should be read with its stated date, source and methodology. We do not promise continuous or real-time updates unless a separate agreement expressly requires them. This does not limit disclosure or reporting duties imposed by law or the Offering Documents.

7. Payments, wire instructions and security incidents

Investment funds must be sent only to the Issuer or authorized escrow recipient identified in the applicable subscription and funding instructions. Operations does not receive or hold subscription money in its own operating account. Publication or transmission of instructions does not make Operations the recipient, custodian or guarantor of the investment funds.

Operations will use reasonable administrative, technical and organizational safeguards appropriate to the Platform and the information it handles to protect payment instructions and sensitive documents against unauthorized access or alteration. Operations will maintain procedures for authenticating instructions supplied for publication, restricting changes to authorized personnel, separately approving changes to beneficiary or account details, and retaining records of approved changes. These are reasonable-care obligations, not a guarantee that fraud or a security incident can never occur.

Before transferring funds, independently verify the beneficiary name and account details with the Issuer, manager or authorized escrow provider using a contact method established independently of the instructions being verified. A telephone number appearing only in a potentially altered message or document is not independent verification. Any change in bank details, recipient or destination requires fresh verification. Do not rely solely on an email, Platform message or uploaded document announcing a change. If verification cannot be completed, do not transfer funds until the discrepancy is resolved.

If you suspect diversion, contact your bank immediately to request recovery measures and promptly notify Operations and the intended recipient through verified contacts. Operations will take reasonable steps within its control to investigate an incident affecting its systems, preserve relevant records, contain the incident and cooperate with affected parties and banks in recovery efforts. Notifications will be provided as required by law. No recovery outcome is guaranteed.

Neither a security incident alone nor a user's reliance on displayed instructions automatically establishes Operations' liability. Equally, a failure by a user to complete verification does not automatically release Operations from liability. Causation, responsibility, mitigation and any allocation of fault will be determined under applicable law and the relevant agreements.

The ordinary Platform liability cap and exclusion of damages in Sections 15.1–15.2 do not apply to Protected Claims defined in Section 15.3, including claims for payment diversion caused by Operations' negligence or breach of its security obligations. Diverted principal is not automatically treated as an indirect or consequential loss. This provision preserves otherwise available claims; it does not create strict liability or an unconditional obligation to reimburse every fraudulent transfer.

Any insurance maintained by Operations is subject to its own terms, limits, deductibles and exclusions. These Terms do not represent that any particular loss is covered, that an investor is an insured, or that funds are guaranteed or government-insured. An insurer's denial, a deductible or exhausted coverage does not, by itself, eliminate liability Operations otherwise has. Conversely, the existence of insurance does not create liability that otherwise would not exist. These Terms neither expand an insurer's obligations nor waive any insurer's rights. Recovery remains subject to applicable rules preventing double recovery.

8. Accounts and security

Provide accurate registration information, safeguard your credentials, use available account-security measures and promptly report suspected unauthorized access. Do not share credentials or access another person's account without authorization. Organizations must manage their authorized users and notify us when access should be removed.

We may require additional authentication or restrict access where reasonably necessary to protect users, investigate suspected misuse or comply with law. You are not automatically responsible for every action taken through a compromised account; responsibility depends on the facts and applicable law.

Do not upload sensitive identity, financial or accreditation documents to public areas or send them through channels not designated for those materials.

9. Privacy and electronic communications

Our separate Privacy Notice at [PRIVACY NOTICE URL] explains how personal information is collected, used, shared, retained and protected, including relevant sharing with Issuers, managers and service providers.

These Terms do not constitute blanket consent to unrelated marketing, sale of personal information or disclosure beyond the practices described in that Notice and permitted by law. Where separate consent or authorization is required, it will be requested separately.

We may send operational communications to your registered contact details or account. Marketing preferences are managed separately. Where legally required, consent to electronic delivery of investment documents will be obtained through a separate electronic-delivery disclosure. Account creation alone does not replace that required consent.

10. Intellectual property and uploaded materials

The Platform's software, design, branding and other proprietary materials belong to HQ, Operations or their licensors. Subject to these Terms, you may access and use the Platform for its intended purposes and retain copies of documents made available to you for your records.

You retain ownership of materials you upload. You grant Operations a limited, nonexclusive license to host, copy, process and transmit those materials only as reasonably necessary to provide the requested services, fulfill authorized instructions, maintain security and comply with legal obligations. This license does not authorize public marketing use of private investor documents.

You must have authority to upload and share materials and must not infringe others' rights. Confidential materials made available to you must be used for the purpose for which access was granted. You may share them with professional advisers subject to appropriate confidentiality obligations, or as required by law. Nothing restricts lawful communications with regulators or reporting suspected wrongdoing.

11. Prohibited use

You must not use the Platform to commit fraud, impersonate others, submit materially false information, alter payment instructions without authority, introduce malicious code, circumvent access controls, disrupt services or obtain information you are not authorized to access.

You must not use the Platform for unauthorized securities solicitation, unlawful transactions or misuse of another person's confidential or personal information. Automated access that materially burdens the Platform or bypasses restrictions is prohibited.

12. Fees and third-party services

Any fee charged by Operations for a Platform service will be disclosed before you agree to pay it. A separate order or service agreement will state the amount, billing period, cancellation terms and applicable refund terms. These Terms do not themselves impose a subscription fee or authorize recurring charges.

Investment-level fees, expenses, management compensation and distributions are governed by the Offering Documents. A fee payable to an affiliate is not necessarily a fee payable to Operations.

External sites and service providers may have separate terms and privacy notices. A link alone is not an endorsement. Using a provider does not excuse our own contractual or legal responsibilities.

13. Availability, suspension and termination

We may maintain, modify or discontinue Platform features. We may suspend or terminate access for a material breach, suspected fraud or security risk, legal requirements, or discontinuation of a service. Where reasonably practicable, we will give notice and an opportunity to address a remediable breach.

Account suspension does not cancel an investment, forfeit membership interests or eliminate rights under the Offering Documents. Where continued reporting or document access is required, the responsible entity must provide an appropriate alternative means of access. Records may be retained as described in the Privacy Notice or as required by law.

14. Disclaimers of warranties

EXCEPT FOR EXPRESS OBLIGATIONS IN THESE TERMS OR A SEPARATE AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." OPERATIONS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Operations does not guarantee uninterrupted availability, error-free operation, compatibility with every device, or the availability of external services.

Operations LLC does not warrant investment performance, achievement of forecasts, completion of construction on schedule, availability of financing, liquidity or recovery of invested capital. Third-party materials may contain errors or become outdated. Operations does not undertake to independently audit all third-party materials unless expressly agreed.

These disclaimers do not contradict or reduce the reasonable-care and security obligations in Section 7, excuse knowing publication of false information, eliminate duties imposed by applicable law, or apply to Protected Claims under Section 15.3. They do not constitute a representation by you that you did not rely on any offering statement, or a waiver of liability for materially misleading statements or omissions.

15. Limitations of liability

15.1 Ordinary Platform claims: aggregate monetary cap

SUBJECT TO SECTION 15.3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF OPERATIONS AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, ACTING IN THEIR PLATFORM-SERVICE CAPACITIES, TO YOU FOR CLAIMS ARISING OUT OF THESE TERMS OR PLATFORM SERVICES WILL NOT EXCEED THE GREATER OF (A) US$1,000 AND (B) PLATFORM-SERVICE FEES YOU PAID DIRECTLY TO OPERATIONS DURING THE TWELVE MONTHS IMMEDIATELY BEFORE THE FIRST EVENT GIVING RISE TO THE CLAIMS.

This is a single combined cap for the protected persons and ordinary Platform claims, not a separate cap per claim, legal theory or defendant. It applies to claims in contract, tort (including Operations' own ordinary negligence) or otherwise, but only to the extent those claims are not Protected Claims. Investment subscriptions, capital contributions, property payments and fees paid to an Issuer or manager are not Platform-service fees for this calculation.

15.2 Exclusion of certain damages

SUBJECT TO SECTION 15.3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPERATIONS AND THE PERSONS IDENTIFIED IN SECTION 15.1 WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF ORDINARY PLATFORM CLAIMS, INCLUDING CONSEQUENTIAL LOSS OF PROFITS, BUSINESS OPPORTUNITY OR GOODWILL, EVEN IF ADVISED OF THEIR POSSIBILITY. This exclusion applies to Operations' own ordinary negligence only within that scope. Direct losses are not excluded merely because they involve money, data or an investment.

15.3 Protected Claims: exceptions

The monetary cap in Section 15.1 and damages exclusion in Section 15.2 do not apply to the following (“Protected Claims”):

(a) fraud, fraudulent misrepresentation, intentional misconduct or gross negligence of the person seeking the protection;

(b) breach of confidentiality, privacy or data-security obligations, including the reasonable-care obligations in Section 7;

(c) payment diversion, unauthorized alteration or substitution of payment instructions, or unauthorized access to investor documents, to the extent caused by Operations' negligence, breach of these Terms or other actionable conduct for which Operations is legally responsible;

(d) claims for materially misleading offering statements or omissions, violations of applicable securities laws, or enforcement of rights and obligations under the Offering Documents; and

(e) liability or remedies that applicable law does not permit the parties to exclude or limit, including applicable nonwaivable consumer rights.

For clarity, these exceptions leave the relevant claim subject to its otherwise applicable legal requirements and available defenses. They do not guarantee reimbursement, create a new indemnity by Operations, or make Operations responsible for a third party's conduct where it otherwise would not be responsible.

No protection under this section applies to a person's separate capacity as Issuer, manager, sponsor, investment adviser or other investment-service provider. A separately negotiated agreement signed by Operations may expressly establish a different allocation for the services it covers, subject to applicable law; an Offering Document cannot silently amend this Platform cap.

16. User indemnification

To the extent permitted by law, you will indemnify Operations and its directors, officers, employees and agents against third-party claims, resulting damages and reasonable defense costs to the extent caused by your fraud, willful misconduct, violation of law, material breach of the acceptable-use or confidentiality obligations in these Terms, or infringement of third-party intellectual property or privacy rights through materials you supply without authority.

This indemnity does not apply to the extent a claim is caused by the negligence, misconduct or breach of duty of the person seeking indemnification. It does not require you to reimburse Operations for your own good-faith claim against Operations, for an investment's poor performance, or merely because your funds were diverted or your account was compromised. Any dispute over a failure to verify payment instructions is governed by Section 7 and applicable law, not an automatic indemnity.

The indemnified person must give prompt written notice of the third-party claim; delay relieves you only to the extent it materially prejudices the defense. You may control the defense through qualified counsel reasonably acceptable to that person, subject to

applicable insurer rights and any material conflict of interest. The indemnified person may participate through its own counsel at its expense, except where a conflict requires separate counsel whose reasonable cost is covered by this indemnity. Reasonable cooperation will be provided at your expense.

You may not settle a claim in a manner that admits fault by an indemnified person, imposes nonmonetary obligations on it, or fails to provide an unconditional release, without its written consent, not to be unreasonably withheld. No indemnified person may settle at your expense without your written consent, not to be unreasonably withheld. No party is required to admit liability, impair an insurance defense or prejudice lawful recovery rights. Disputed indemnity liability is determined by agreement or the competent tribunal, not solely by Operations' demand.

17. Claims, notice and time limits

Please notify Operations promptly of a dispute at the contact address below, with enough information to investigate it. Notice and informal discussions are encouraged but are not prerequisites to filing a claim, seeking urgent relief or contacting a regulator. They do not suspend a legal deadline unless the parties agree in writing or applicable law provides otherwise.

To the extent permitted by law, a claim solely for breach of these Terms concerning ordinary Platform services must be commenced within one year after you knew or reasonably should have known the material facts giving rise to it, and in all events within any shorter otherwise applicable statutory period. This contractual provision does not extend a statutory limitation or repose period. Applicable rules concerning tolling and fraudulent concealment remain available.

The contractual one-year limit does not apply to Protected Claims, claims under Offering Documents, indemnification claims under Section 16, or any claim for which shortening the applicable period is prohibited. Those claims remain subject to the periods established by applicable law or their governing agreements.

Nothing in these Terms restricts a nonwaivable remedy, waives securities-law compliance, prevents cooperation with an investigation, or requires advance notice before communicating with a governmental or regulatory authority.

18. Governing law and disputes

These Terms are governed by Delaware law, without regard to conflict-of-laws rules, subject to applicable federal law and mandatory protections that cannot be displaced by agreement.

Subject to mandatory jurisdictional rules, proceedings concerning these Terms may be brought in the state courts located in Delaware or the United States District Court for the District of Delaware, as applicable, and the parties consent to their jurisdiction. This provision does not override a dispute-resolution provision in the Offering Documents for a dispute governed by those documents or restrict a nonwaivable right to another forum.

These Terms do not impose mandatory arbitration or a class-action waiver. No forum provision restricts subject-matter jurisdiction or any nonwaivable right to bring a claim in another competent court.

19. Changes and general provisions

We may update these Terms prospectively. We will identify the revised effective date and provide reasonable advance notice of material changes through the Platform or registered contact details, except where a more immediate change is necessary for legal or security reasons. Where affirmative acceptance is required, we will obtain it.

Changes do not retroactively alter accrued claims, accepted subscriptions or existing investment rights. If you reject revised Terms, you may discontinue the affected Platform services, subject to existing contractual obligations.

If a provision is unenforceable, it will be limited or severed only to the extent necessary, and the remaining provisions will continue to apply. Failure to enforce a provision is not a waiver. Sections concerning accrued obligations, intellectual property, confidentiality, disclaimers, liability, indemnification and disputes survive termination to the extent necessary to give them effect. The persons expressly protected in Sections 15 and 16 may enforce those provisions, subject to all stated exceptions; otherwise these Terms do not create third-party beneficiary rights.

These Terms and any applicable separate Platform service agreement constitute the agreement between you and Operations concerning Platform use. Offering Documents remain separate. Neither the Privacy Notice nor these Terms overrides mandatory privacy rights or an express investment obligation.

20. Contact

Platform operator: FLIP FLOW OPERATIONS LLC
Business address: 16192, Coastal Highway, Lewes Delaware, 19958, County of Sussex
General and legal inquiries: info@flipflow.fund
Security and suspected payment fraud: info@flipflow.fund

For an investment-specific inquiry, contact the Issuer or manager identified on the relevant offering page and in its Offering Documents.