

**Jeeves Inc.  
Program Agreement**

**Date of last revision: August 13, 2021**

This Program Agreement is made between the Company and Jeeves and governs the use and provision of the Services by Jeeves to the Company. By submitting the Application to open an Account, Company consents to this Agreement, including the applicable terms and conditions contained in the Payment Method Terms and the Jeeves Privacy Policy, and to receive all Notices and communications from Jeeves electronically. We may update or replace this Agreement by posting an updated version to our legal page.

1. **Definitions.** Capitalized terms used in this Agreement have the meanings provided below.

- 1.1 *Account* means the electronic, online account established by the Company to create Users, select Payment Methods for Users, receive Notices, review Periodic Statements, track and review expenses, and manage receipt of the Services.
- 1.2 *ACH* means a payment or funds transfer conducted through the Automated Clearinghouse networks administered by the National Automated Clearinghouse Association (NACHA) in the United States, or through the relevant automated clearing house in the relevant jurisdiction outside of the United States, which facilitates electronic funds transfers between depository institutions and is used as a means of clearing and settling payments.
- 1.3 *Administrator* means the individual person authorized by the Company to enter into this Agreement on the Company's behalf, to manage the Account, and to establish Users.
- 1.4 *Agreement* means this Program Agreement entered into between Jeeves and the Company as may be amended by Jeeves from time to time, the Application, the Payment Method Terms, and other documentation and materials provided by Jeeves related to the Services which are incorporated herein by reference.
- 1.5 *Application* means the documents and materials, including background and reference material, if any, completed by the Company in order to obtain the Services from Jeeves.
- 1.6 *Beta Services* means beta or pre-release products or services, which may contain features and functionality that are incomplete or subject to substantial change or discontinuation.
- 1.7 *Bill Payment* means Swift or other messaging services supported by Issuer which allows Users to, among other things, set up automatic payment to various third parties on a one-time or recurring basis without the use of a Card, Check, or ACH transaction.
- 1.8 *Card* means the MasterCard-branded physical or virtual payment card, code, or device issued by an Issuer to Users for purchases.
- 1.9 *Card Networks* means the payment card networks, including Visa, MasterCard, Discover, and American Express. The initial Card Network for the Card is MasterCard.
- 1.10 *Charge* means a payment for commercial-use goods or services made to a merchant that accepts payments via a Payment Method and which is posted to Company's Account.

- 1.11 *Chargeback* means a dispute administered pursuant to the Card Network rules and regulations, that is initiated against a merchant for an unresolved dispute with the merchant or where a Card transaction is unauthorized.
- 1.12 *Check* means a draft payable on demand and drawn on a depository institution.
- 1.13 *Company, you, or your* means the business entity, organization, association, group, or other commercial enterprise identified below and entering into this Agreement for purposes of opening an Account or receiving the Services.
- 1.14 *Company Data* means information or documentation provided by the Company to Jeeves, and which includes Financial Data and any Personal Data provided by Company, Administrators, and Users.
- 1.15 *Consolidated Action* means class arbitrations, class actions, or other action brought between multiple parties based on the same or similar legal claims, or the same or similar facts.
- 1.16 *De-Identified Data* means data derived from Company Data that has been anonymized or aggregated with other data and that can no longer be used to identify a specific company or individual.
- 1.17 *Dispute* means any dispute, claim, or controversy arising from or relating to this Agreement, including any incorporated terms.
- 1.18 *Feedback* means all feedback, suggestions, ideas, or enhancement requests submitted by Company or a User to Jeeves.
- 1.19 *Fees* means charges Jeeves imposes on Company for use of Services or an Account.
- 1.20 *Financial Data* means Company's bank balance, transactions, and account information accessible to Jeeves through Linked Accounts or Third-Party Services.
- 1.21 *Fines* means all fines, fees, penalties, or other charges imposed by an Issuer, Card Network, ACH operator, or regulatory authority arising from Company's breach of this Agreement (including the Payment Method Terms) or other agreements the Company has with Jeeves or an Issuer.
- 1.22 *Issuer* means the bank or other entity we or a Third-Party Service Provider may select from time to time in our or its sole discretion that is a member of the Card Network indicated on Cards and is responsible for issuing the Cards and Payment Methods.
- 1.23 *Jeeves, we, or us*, means, as applicable, Jeeves Inc.; Jeeves Technologies (Canada), Inc.; JVS Inc. Mexico S.A. De C.V., Operadora Jeevma (SOFOM), Try Jeeves Colombia SAS; JVS Technologies Europe Limited; Jeeves Technologies UK Ltd; and such other subsidiaries or affiliates as may exist from time to time.
- 1.24 *Jeeves Data* means all data developed or collected by Jeeves through the development or provision of Services, Payment Method, or Third-Party Services, or generated or recorded by the Jeeves platform, systems, or website, but which does not include Company Data.
- 1.25 *Jeeves Property* means the Services and related technology; Jeeves Data; and copyrights, patents, trade secrets, trade or service marks, brands, logos, and other intellectual property incorporated into each of the foregoing.

- 1.26 *Linked Account* means any transactional account maintained by the Company with a financial institution or that provides financial data and is linked to or authorized for use through the Account.
- 1.27 *Notice* means any physical or electronic communication or legal notices related to this Agreement that are provided to Company, Users, or Administrators through text or SMS, email, the Account, or by other means.
- 1.28 *Payment Method* means any Card, Check, ACH, Bill Payment, or other payment transaction type supported by Jeeves and authorized by the Company for its Users.
- 1.29 *Payment Method Terms* means those terms and conditions established by Jeeves for the use of the Payment Methods and the Services, available on our website.
- 1.30 *Return* means a credit or debit entry initiated by a financial institution or ACH operator to return a previously originated debit or credit entry, respectively, as a result of the use of a Payment Method.
- 1.31 *Reversal* means a credit or debit entry that reverses an erroneous debit or credit entry as a result of the use of a Payment Method.
- 1.32 *Periodic Statement* means the statements identifying Charges, Fees, Fines, Chargebacks, Returns, Reversals, refunds, or other amounts owed or credited to Company's Account during each billing cycle.
- 1.33 *Personal Data* means data that identifies or could reasonably be used to identify a natural person.
- 1.34 *Prohibited Activities List* means the list of prohibited business types and activities posted on our website as updated from time to time that may render Company ineligible for an Account.
- 1.35 *Services* means the corporate expense management services provided by Jeeves through the Account or any Payment Method.
- 1.36 *Third-Party Services* means services and data provided by third parties in connection with or related to Services. Third-Party Services include, but are not limited to, accounting or expense management platforms, payment processors and e-commerce platforms, and applications used to monitor Linked Accounts.
- 1.37 *Third-Party Service Provider* means an affiliate or other third party that assists Jeeves in providing the Services to Company, that supports Jeeves internal operations, or that provides other services related or connected to, or provided through the Services, an Account, or Payment Method.
- 1.38 *User* means Company and any Company employee, contractor, agent, representative or other individuals permitted to use the Account, Services, or Payment Methods by the Administrator on the Company's behalf.

## **2. General.**

- 2.1 This Agreement sets forth the terms and conditions for Company to open and maintain an Account and receive Services. Company may only open and maintain an Account and

use the Services if it accepts this Agreement, and opening or maintaining an Account or using the Services shall be deemed Company's consent to this Agreement.

- 2.2 This Agreement discusses important legal issues that impact Company's rights and obligations. Among other things, the Agreement limits liability of Jeeves to the Company arising out of the Services, defines how disputes will be resolved, and provides information on how Notices are provided to Company.
- 2.3 **THIS AGREEMENT INCLUDES THE COMPANY'S WAIVER TO CONSOLIDATED OR CLASS ACTIONS AND THE COMPANY'S AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. THE COMPANY MUST READ IT CAREFULLY.**
- 2.4 **THIS AGREEMENT PROVIDES AUTHORIZATION FOR JEEVES TO AUTOMATICALLY DEBIT COMPANY'S LINKED ACCOUNTS FOR ALL AMOUNTS OWED UNDER THIS AGREEMENT. THE COMPANY MUST READ THIS AGREEMENT THOROUGHLY.**

### 3. Jeeves Services

#### 3.1 *Services.*

- 3.1.1 The Services allow Company to: (a) to establish an Account; (b) assign Payment Methods to Users associated with the Account; (c) manage Payment Methods; (d) review expenses and related reports; (e) access, use, and connect Third-Party Services through the Account; and (f) other functionality Jeeves may add to the Account from time to time.
- 3.1.2 Jeeves may change or provide new Services, but will not materially diminish or remove Services without Notice, except where necessitated by Issuer or Third-Party Service Providers, or required by law or regulation.
- 3.1.3 Services, including the Account and Payment Methods, shall only be used for business or commercial purposes. In no event shall the Services be used for personal, family, or household purposes and doing so shall result in immediate termination of the Services by Jeeves.

#### 3.2 *Applying for an Account.*

- 3.2.1 To apply for an Account, Company shall provide the requested Company Data and Personal Data, and connect at least one Linked Account, with the Application. The information requested on the Application will include (a) Company Data, such as operational information, registered business name and state of incorporation for Company, the business address, ownership details, actual or anticipated revenue, the nature of the business, and details from Linked Accounts and other business information we may request from time to time; (b) Personal Data, such as the name, contact information, and date of birth of Users or beneficial owners; and (c) documentary information used to verify business and Personal Data, such as corporate registration certificate, proof of address, or personal identification.
- 3.2.2 Jeeves may provide Company Data and Personal Data obtained through the Application, the Account, or through Company's use of the Services, to Issuer and Third-Party Service Providers to determine eligibility for the Services and access to Payment Methods.

- 3.2.3 Jeeves may approve or deny Company's Application or grant Company provisional access to the Services or the Account while the Application is pending additional review. Jeeves relies on the accuracy of Company Data and Personal Data when opening and maintaining the Account.
- 3.2.4 Jeeves may deny Applications, interrupt provision of the Services to Company, or suspend or close the Account for any reason, including where Company Data or Personal Data is incomplete, inaccurate, or out of date. Company agrees to keep Company Data and each User's Personal Data current, complete, and accurate in the Account at all times.
- 3.2.5 Fees for the Services, if any, will be paid by Company through the Account. Jeeves may change Fees upon thirty (30) days' Notice to Company.

### 3.3 *Managing the Account.*

- 3.3.1 The Company shall have and maintain at least one Administrator to manage the Account. The Administrator shall initially be the individual submitting the Application on behalf of the Company. Administrators can add, remove, or manage additional Administrators and Users; request and manage Payment Methods; set or change spending limits; view transactions; run reports and download statements; provide or update Company Data; connect Linked Accounts, Third-Party Services, and other accounts to the Account; and perform other tasks on Company's behalf.
- 3.3.2 Company shall be solely responsible for any actions of, or failure to act by, Administrators, Users, and any other person using credentials issued to Users or Administrators to access Company's Account.

### 3.4 *Security and Monitoring the Account.*

- 3.4.1 Company will keep Account information, Payment Methods and card securing features (including the CVV and PIN) secure and only provide access to individuals Company has authorized to use the Account or Payment Methods on Company's behalf.
- 3.4.2 Company understands that it is its responsibility to monitor any suspicious or unauthorized activities on the Account.
- 3.4.3 Company will immediately disable User access to the Services where it knows or believes an Account or Payment Method has been compromised or stolen or may be misused. Company will promptly notify Jeeves of any loss, theft or unauthorized access or use involving the Services.
- 3.4.4 Company understands that it is liable for the unauthorized use of the Accounts to the fullest extent permitted by law and regulation. Jeeves may, but is not obligated to, help Company resolve unauthorized transactions using the Account or a Payment Method, but Company is ultimately responsible for any liability or financial loss caused by Administrators, Users, or other persons Company authorizes to access the Services, the Account, or Payment Method.
- 3.4.5 Jeeves may suspend access to the Account or Payment Method if Jeeves believes the Account or Payment Method has been compromised or that not doing so may pose a risk to Jeeves, Company, Issuer, or any third parties.

3.5 *Requirements and Prohibited Activities.*

- 3.5.1 If Company is located in the United Kingdom, Company represents that it is not a sole trader or partnership, other than a limited liability partnership.
- 3.5.2. The Account, Services, and Payment Methods may only be used for the Company's bona fide business purposes. The Account, Services, and Payment Methods may not be (a) used for any purpose that is unlawful or prohibited by this Agreement and the Payment Method Terms; (b) used for any personal, family, or household use; (c) provided to or used for the benefit of an individual, organization, or country that is blocked or sanctioned by the United States, including those identified on the United States Office of Foreign Assets Control (OFAC); (d) by unaffiliated third parties; or (e) used for any other activities not for the benefit of the Company.
- 3.5.3. Jeeves will not approve and may close Accounts that we know or believe to be engaged in any of the prohibited activities identified in the Prohibited Activities List. Jeeves may update this list at any time and without Notice to Company. Company agrees to review the Prohibited Activities List frequently and contact Jeeves with any questions regarding whether the list applies to Company's business.
- 3.5.4 Where Company is engaged in certain activities, Jeeves may require Company to provide additional information to open or maintain the Account.
- 3.5.5 Jeeves may suspend or terminate access to the Account or any Payment Method if Jeeves believes, in its sole discretion, that this Section 3.5 was violated or if required by an Issuer or by applicable law or regulation. Company agrees to pay all Fines imposed on Jeeves by Issuer, Card Networks, regulators, or government agencies for Company's violation of this Agreement, including this Section 3.5.

3.6 *Identification as Customer.* We may publicly reference Company as a Jeeves customer on a Jeeves website or in communications during the term of this Agreement. Jeeves will not express any false endorsement or partnerships. Company grants Jeeves a limited license to use Company trademarks or service marks for this purpose. Company will notify Jeeves immediately if it prefers that we did not identify it as a customer and we will remove references to Company on our website or in communications, and the limited license set forth in this Section 3.6 shall be terminated.

3.7 *Ownership and License.*

- 3.7.1 Jeeves owns all Jeeves Property. Company, Administrators, and Users may use Jeeves Property only as and for the purposes provided in this Agreement and the Payment Method Terms. Company may not modify, reverse engineer, create derivative works from, or disassemble Jeeves Property; or register, attempt to register, or claim ownership in Jeeves Property or portions of Jeeves Property.
- 3.7.2 Jeeves grants Company a nonexclusive and nontransferable license to use Jeeves Property as provided through the Services and as permitted by this Agreement. This license terminates upon termination of this Agreement unless terminated earlier by us.

3.8 *Data.*

- 3.8.1 The Card Networks, Jeeves, Issuer, and Third-Party Service Providers collect Company Data through Company's use of the Payment Methods, the Services, and Third-Party Services. The Company Data may be used (a) to provide Services to Company and Users; (b) for underwriting, identity verification, internal reporting and analysis, and fraud prevention; (c) as needed in dispute resolution; and (d) for development of products and services, including data products.
- 3.8.2 Jeeves provides Company Data to Issuers, Card Networks, Third-Party Service Providers, and other third parties: (a) to provide the Services to Company, or as required by law, regulation or Card Network rules; (b) for internal analytics and reporting; (c) to obtain additional information about Company; and (d) report Company performance to credit reporting agencies and credit rating agencies, where appropriate.
- 3.8.3 Jeeves may include De-Identified Data in both public and private reports where such De-Identified Data cannot be reasonably used to identify Company or Users. We will not share any Company Data with third parties for marketing unaffiliated products without Company's consent but may use Company Data to identify Services, Third-Party Services, or programs that we believe may be of interest to Company, including as part of a rewards or benefits program. Where Company Data is shared with third parties, Jeeves will implement controls to reduce the risk of loss or accidental disclosure.
- 3.8.4 Company grants Jeeves a worldwide, irrevocable license to use, modify, distribute, copy, and create derivative works from Company Data for the purposes identified in this Agreement.
- 3.9 *Rewards.* Jeeves may determine when, how, and under what conditions Company or Users may qualify for or earn rewards. Certain Payment Methods may not be eligible for rewards. Rewards offered may be subject to applicable agreement.
- 3.10 *Beta Services and Feedback.* Beta Services may be made available to Company or Users. Any Beta Services are provided "AS IS" and without warranty, either express or implied. Jeeves may use any Feedback about the Services or Beta Services freely and without restriction. Except where specifically notified by Jeeves, Company will not be compensated or credited for Feedback provided to Jeeves.
- 3.11 *Privacy Policy.* Collection, use, and handling of Personal Data is described in the Jeeves privacy policy. Company and Users agree to review the privacy policy and to be bound by its terms. Company and Users may contact Jeeves with questions regarding the privacy policy. Jeeves reserves the right to change or modify the privacy policy in accordance with its terms.

#### **4. Payment Methods**

##### **4.1 Payment Method Terms.**

- 4.1.1 Payment Methods are issued by the Issuer identified on the back of physical Cards issued to Company or a User, in the Payment Method Terms, and relevant program materials provided to Company or User. This Agreement and the

Payment Method Terms govern Company's or User's use of the Payment Methods.

4.1.2 Company and Users may only use the Payment Methods if Company, Administrators, and Users consent to the Payment Method Terms and this Agreement.

4.1.3 We may update the Payment Method Terms at any time with or without Notice to Company or Users. Any Notice provided by an Issuer may be provided through Jeeves or the Account.

4.1.4 Company or User continued use of the Payment Methods constitutes acceptance of revised Payment Method Terms.

#### 4.2 *Linked Accounts and Third-Party Services.*

4.2.1 Jeeves will use Financial Data from Linked Accounts to verify account balances and account information, establish spending limits, identify spending patterns and potential fraud, determine spending limits, analyze and report transactions, and provide Services to Company.

4.2.2 Company must maintain at least one Linked Account at all times and agree that Jeeves may directly debit this Linked Account for payment of Periodic Statements.

4.2.3 Company may change Linked Accounts through the Account.

#### 4.3 *Spending Limits.*

4.3.1 Company spending limits are set by Jeeves using, among other things, Company Data including available funds and spending patterns, unbilled volume, future revenue, the nature and history of the Company's business, and anticipated use of Payment Methods.

4.3.2 Jeeves may not disclose exact spending limits but may provide guidance identifying whether specific transactions or monthly volumes may exceed any spending limits.

4.3.3 Spending limits are dynamic and may be modified at any time with or without Notice to Company or Users, including temporarily increases or decreases to spending limits or reducing spending limits to \$0.

4.3.4 Administrators may set User-specific limits or controls through the Account, but the aggregate spending limit for all Users will not be allowed to exceed the total spending limit established for the Company.

#### 4.4 *Requesting and Replacing Payment Methods.*

4.4.1 Administrators may request Payment Methods for Users through the Account but will only request Payment Methods for and provide Payment Methods to individuals that are employees or affiliated with or authorized by the Company.

4.4.2 Payment Methods may be denied or canceled due to changes in Issuers' policies, as required by law or regulation, or for other reasons Jeeves determines is appropriate under the circumstances.



- 4.4.3 Payment Methods may be issued to Users as physical or virtual codes or devices (for example, a Card issued without an associated physical card). By default, new Users will be issued both a physical and virtual Card and will be able to view transactions and manage their Cards through the Account. The forms of other Payment Methods, such as Check, ACH, or Bill Payment, will vary.
  - 4.4.4 Company or User will promptly notify Jeeves and take appropriate measures to prevent unauthorized transactions when a Payment Method is lost, stolen, breached, or needs to be replaced. In such cases, Administrators may request the issuance of replacement Payment Methods by Issuers through the Account.
  - 4.4.5 Replacement Payment Methods may have new account numbers that will require updates to information contained on file for any scheduled or recurring payments. If Company does not update the Payment Method for scheduled or recurring payments using replacement Payment Methods, the transactions may not be completed. Company or Users are solely responsible for updating Payment Methods stored with merchants where account numbers have been changed.
- 4.5 *Using Payment Methods.*
- 4.5.1 Users may only use Payment Methods for bona fide business-related or commercial Charges.
  - 4.5.2 Company is solely responsible for selecting the individuals in the organization who should have access to the Account, Services, and Payment Methods.
  - 4.5.3 Company agrees to establish and maintain controls designed to ensure that the Payment Methods are only used for bona fide Company purposes and in compliance with Card Network rules.
  - 4.5.4 Company is solely responsible for Charges made by any individuals given access to the Account, Services, and Payment Methods, even if they are not the person associated with or named on the Payment Method.
  - 4.5.5 Issuers, Card Networks, or other intermediary Third-Party Service Providers (including merchant acquirers) may Chargeback, Reverse, Return, deny, or decline Charges for any reason. Jeeves is not responsible for any losses, damages, or harm caused by Charges that are subject to Chargeback, Reversal, Return, denial, or decline.
  - 4.5.6 If Company and a merchant have a dispute regarding a Charge identified on Company's Periodic Statement, including delivery of the incorrect goods or services or being charged the wrong amount, Company should first attempt to resolve the dispute with the merchant. If such a dispute is not resolved to Company's satisfaction or if Company believes the Charge is unauthorized, Company may initiate a Chargeback through the Account. The Card Networks have established procedures for resolving Chargebacks that may require that Company provide details of the disputed Charge or associated documentation. Chargebacks resolved in Company's favor will be credited to the Account on either the current or a future Periodic Statement.
- 4.6 *Periodic Statements; Payment by Company.*
- 4.6.1 Company is responsible for payment to Jeeves in full of all Charges, Fees, and Fines.

- 4.6.2 Jeeves will provide Company with a Periodic Statement identifying Charges, Fees, Fines, Chargebacks, Reversals, Returns, refunds, or other amounts owed or credited to the Account.
- 4.6.2 Unless otherwise specified in writing by Jeeves, Periodic Statements are issued on the first business day after the end of each calendar month. The Periodic Statement shall be conclusive evidence of the amount owed by Company to Jeeves for the indicated calendar month.
- 4.6.3 The Company's Linked Account will be automatically debited on the first business day of the calendar month following the calendar month for which a Periodic Statement was issued for the full amount indicated on such Periodic Statement. The Account will show the credit the business day after payment is received.
- 4.6.4 Jeeves shall not impose any interest, finance charge, or other amount due or owed on a balance indicated on a Periodic Statement. Jeeves reserves the right to terminate any Account, and discontinue any Payment Method, in the event that Company fails to make full payment of the amounts owed on a Periodic Statement on the date payment was due pursuant to this Section 4.6.

4.7 *Set Off and Collections.*

- 4.7.1 Without limiting anything in Section 4.6 to the contrary, Periodic Statements that are not paid on time may be collected from any Linked Account that is currently or previously linked to the Account; or set off, debited, or collected from amounts the Company holds jointly with a third party or opens in the future, even if the original Account has been closed.
- 4.7.2 This right to set-off may be exercised against Company, its affiliates, any assignees for the benefit of creditors, or receivers. This right will exist even if Jeeves does not exercise it prior to the making, filing, or issuance of an arbitration demand, court order, or other action.
- 4.7.3 Any failure to pay the full amount owed to Jeeves when required is a breach of this Agreement. Company is responsible for all costs or expenses that Jeeves, Issuer, or Third-Party Service Provider incurs collecting amounts owed but not timely paid, including legal or collections fees and other amounts permitted under law or regulation.

4.8 *ACH Authorization.* **THIS SECTION 4.8 PROVIDES AUTHORIZATION TO AUTOMATICALLY DEBIT COMPANY'S LINKED ACCOUNTS FOR ALL AMOUNTS COMPANY OWES UNDER THIS AGREEMENT. THE COMPANY MUST READ IT CAREFULLY.**

- 4.8.1 Company authorizes Jeeves or its assigns to collect amounts owed under this Agreement by debiting funds from the Linked Accounts at depository institutions (including banks and credit unions) via ACH. These debits are bound by NACHA rules for business-related ACH debits in the United States and the equivalent rules in the applicable jurisdiction outside of the United States.
- 4.8.2 Jeeves will debit Linked Accounts for all amounts owed to us under this Agreement. If these amounts cannot be collected via ACH for any reason, Company agrees to immediately pay all amounts owed as directed by Jeeves. Company also authorizes Jeeves or its assigns to debit Linked Accounts immediately, on any date, and without

additional Notice where (a) the total aggregate balance of Linked Accounts is less than any balance minimums that have been communicated to Company; or (b) Jeeves determines, in its sole discretion, that the Company poses or may pose an unacceptable risk to Jeeves, Issuers, or third parties or no longer satisfies the underwriting criteria used to establish the spending limit for Company.

- 4.8.3 To withdraw the debit authorization from a Linked Account, Company must provide Jeeves thirty (30) day advance written Notice and pay all amounts owed on the Account immediately, including Charges and other amounts that may be included in future Periodic Statements. Withdrawal of a debit authorization does not terminate the Agreement or Company's obligation to pay all amounts owed under this Agreement or the Payment Method Terms. Company will be responsible for all costs of collections and damages under this Agreement if amounts owed are not paid by Company as described in this Agreement.

## **5. Additional Terms**

### **5.1 *Term and Termination.***

- 5.1.1 This Agreement is effective when Company begins an Application for an Account and continues until terminated by either Company or Jeeves, or in accordance with the Payment Method Terms or as otherwise set forth in this Agreement.
- 5.1.2 Company may terminate this Agreement by paying all amounts owed and providing thirty (30) days' advance written Notice to Jeeves. Company remains responsible for Charges, Fees, Fines, and other losses caused by Company's action or inaction prior to terminating the Agreement. If Company reapplies or reopens the Account or uses or attempts to use the Services or Payment Methods, Company is consenting to the Agreement in effect at that time.
- 5.1.3 Jeeves may terminate this Agreement, or suspend the Account or Payment Methods, by providing Notice to Company.
- 5.1.4 Sections 3.4 (Security and Monitoring the Account), 3.8 (Data), 3.10 (Beta Services and Feedback), 3.11 (Privacy Policy), 4.6 (Periodic Statements; Payment by Company); 4.7 (Set Off and Collections), 4.8 (ACH Authorization), 5.1 (Term and Termination), 5.2 (Notice and Communication), 5.3 (Limitation of Liability), 5.4 (Representations and Warranties), 5.5 (Disclaimer of Warranties by Jeeves), 5.6 (Indemnification), 5.7 (Governing Law and Venue), 5.8 (Binding Arbitration), 5.9 (Legal Process), and 5.10 (Assignment); the provisions of the Payment Method Terms that identify continuing obligations; and any other provisions of this Agreement giving rise to continued obligations of the parties will survive termination of this Agreement.

### **5.2 *Notice and Communication.***

- 5.2.1 Company consents to Jeeves providing Notices under this Agreement electronically and understands that this consent has the same legal effect as a physical signature.
- 5.2.2 Jeeves will provide Notices regarding activity and alerts related to the Account electronically through the Account, email, and via text or SMS to the contact information provided to us by Administrators and Users. Notices affecting payment and legal terms in the Agreement will be sent to Administrators through the Account or email and are considered received 24 hours after they are sent.

Company understands that it may not use the Services, Payment Methods, or Cards unless Company consents to receive Notices electronically. Company may only withdraw consent to receive Notices electronically by closing the Account.

5.2.3 Jeeves may send Notices to User's mobile phones through text or SMS to the phone numbers Administrators and Users provide. These Notices may include alerts about Services, Payment Methods, Cards or Charges, and may provide Administrators and Users the ability to respond with information about Charges on Payment Methods, Cards, or the Account. Administrators and Users may elect to not receive certain Notices through the Account, but this will limit the use of certain Services and may increase the financial risks to the Company. Company will secure appropriate authorization to send text or SMS messages to Users on the Company's behalf.

5.2.4 Administrators and Users are required to maintain an updated web browser and computer and mobile device operating systems to receive Notices correctly. Administrators and Users are responsible for all costs imposed by internet or mobile service providers for sending or receiving Notices electronically.

5.2.5 Company, Administrators, and Users must contact Jeeves immediately if Company is, or believes it is, having problems receiving Notices.

5.3 *Limitation of Liability.* Jeeves is not liable for consequential, indirect, special, exemplary, or punitive damages, lost profits, or lost revenue arising from or related to Company's, or its employees', agents', authorized third parties', representatives', Administrators', or Users', use of or inability to use Services, Payment Methods, or Cards, lost profits or reputational harm, physical injury or property damage, or any other losses or harm arising from or related to this Agreement or the Services, whether or not Jeeves was advised of their possibility by Company or third parties. Jeeves' maximum liability to Company, its employees, agents, authorized third parties, representatives, Administrators, and Users, taken together in aggregate, under this Agreement is limited to the greater of the total amount of Fees actually paid by Company to Jeeves in the three months preceding the event that is the basis of the claim or five thousand dollars (\$5,000). These limitations apply regardless of the legal theory on which the claim is based.

5.4 *Representations and Warranties.* Company represents and warrants, on its own behalf and on behalf of its Administrators and Users, that:

5.4.1 Company is and will continuously throughout this Agreement be duly organized and in good standing under the laws of its jurisdiction of incorporation;

5.4.2 Administrators have requisite organizational power and authority to agree to and enter into this Agreement and conduct business and manage Company's Account;

5.4.3 Company and Users will not engage in activities prohibited by this Agreement; and

5.4.4 Company Data provided to Jeeves is complete, accurate, and current.

5.5 *Disclaimer of Warranties.*

5.5.1 THE SERVICES, JEEVES PROPERTY, AND BETA SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE." JEEVES DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE,

MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF SERVICES, JEEVES PROPERTY, AND BETA SERVICES AND NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY TO COMPANY.

5.5.2 THIRD-PARTY SERVICES ARE NOT PROVIDED OR CONTROLLED BY JEEVES. JEEVES DOES NOT PROVIDE SUPPORT FOR AND DISCLAIMS ALL LIABILITY ARISING FROM FAILURES OR LOSSES CAUSED BY THIRD-PARTY SERVICES.

5.5.3 JEEVES DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT (a) SERVICES AND DATA PROVIDED UNDER THIS AGREEMENT ARE ACCURATE OR ERROR-FREE; (b) THE SERVICES WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS; (c) THE SERVICES WILL BE USABLE BY COMPANY, ADMINISTRATORS, OR USERS AT ANY PARTICULAR TIME OR LOCATION; (d) SPECIFIC MERCHANTS WILL PERMIT PURCHASES USING CARDS OR PAYMENT METHODS ISSUED BY ISSUER; (e) SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE; AND (f) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, EVEN WHEN JEEVES IS ADVISED OF SUCH DEFECTS.

5.6 *Indemnification.* Company agrees to indemnify and defend Jeeves (including Jeeves' affiliates, employees, contractors, and Third-Party Service Providers) against losses that result from or are related to claims, proceedings, suits, or actions brought by or initiated against Jeeves by any third party due to Company's breach of this Agreement, or an Administrator's or User's breach of obligations owed under this Agreement, a User Agreement, the Payment Method Terms or any other agreements with Jeeves; for amounts owed by Company to third parties; for acts or omissions of Administrators, Users, or other Company employees or agents; for Company's use of Third-Party Services; or for disputes over Charges between Company and merchants.

5.7 *Governing Law and Venue.* Unless otherwise specified, this Agreement will be construed, applied, and governed by the laws of the State of New York, exclusive of its conflict or choice of law rules except to the extent that US federal law controls. Subject to Section 5.8, all litigation will be brought in the state or federal courts located in New York, New York unless the laws of a non-U.S. jurisdiction apply.

By beginning an Application for an Account, each party (i) accepts, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts (and courts of appeals therefrom) for legal proceedings arising out of or in connection with this Agreement; and (ii) expressly submits to the jurisdiction of such courts, and irrevocably waives, to the fullest extent permitted by applicable law, its rights to bring an action in any other jurisdiction that could apply by virtue of its present or future domicile or for any other reason.

5.8 *Binding Arbitration.* **THIS SECTION 5.8 INCLUDES THE COMPANY'S WAIVER TO CONSOLIDATED OR CLASS ACTIONS AND THE COMPANY'S AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. THE COMPANY MUST READ IT CAREFULLY.**

5.8.1 The parties agree to resolve all disputes arising under or in connection with this Agreement as provided in this Section 5.8. Any arbitration or other legal proceeding under this Agreement will only be on an individual basis. Neither party may form with other arbitrators or parties to form a Consolidated Action. Each party waives its rights participate in a Consolidated Action against the other party.

- 5.8.2 Company and Jeeves agree to first attempt to resolve disputes in good faith and in a timely manner. Where no resolution can be found, disputes will be resolved by arbitration in New York, New York before a single arbitrator, as provided in this section; except that disputes principally arising from protection of intellectual property rights or breach of confidential information will be resolved through litigation in accordance with Section 5.7.
- 5.8.3 Arbitration will be administered by JAMS according to the rules and procedures in effect at the time the arbitration is commenced. Disputes with amounts claimed greater than \$250,000 will apply the JAMS Comprehensive Arbitration Rules and Procedures; and Disputes with amounts claimed less than or equal to \$250,000 will apply the JAMS Streamlined Arbitration Rules. The arbitrator will apply the substantive law as described in Section 5.7. If JAMS cannot administer the Dispute, either party may petition the US District Court for the Southern District of New York to appoint an arbitrator. The parties acknowledge that transactions under this Agreement may involve matters of interstate commerce and, notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.
- 5.8.4 Either party may commence arbitration by providing a written demand for arbitration to JAMS and the other party detailing the subject of the dispute and the relief requested. Each party will continue to perform its obligations under this Agreement unless that obligation or the amount (to the extent in dispute) is itself the subject of the dispute. Nothing in this Agreement affects the right of a party to seek urgent injunctive or declaratory relief from a court of appropriate jurisdiction in respect of a dispute or any matter arising under this Agreement.
- 5.8.5 The prevailing party is entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.
- 5.8.6 Proceedings and information related to them will be maintained as confidential, including the nature and details of the dispute, evidence produced, testimony given, and the outcome of the dispute, unless such information was already in the public domain or was independently obtained. Company and Jeeves, and all witnesses, advisors, and arbitrators will only share such information as necessary to prepare for or conduct arbitration or other legal proceeding, or enforcement of the outcome, unless additional disclosure is required by law.
- 5.9 *Legal Process.* Jeeves may respond to and comply with any legal order received related to Company's use of the Account, Payment Methods, or Services, including subpoenas, warrants, or liens. Jeeves is not responsible to Company for any losses Company incurs due to Jeeves' response to such legal order. Jeeves may take any actions it believes, in its sole discretion, are required under legal orders including holding funds or providing information as required by the issuer of the legal order. Where permitted, Jeeves will provide Company reasonable Notice that Jeeves has received such an order.
- 5.10 *Assignment.* Jeeves may assign, pledge, or otherwise transfer this Agreement or its rights and powers under this Agreement without providing Notice to Company. Any such assignee will have all rights as if originally named in this Agreement instead of Jeeves.

Company may not assign this Agreement or rights provided, or delegate any of its obligations, without Jeeves' express prior written consent.

5.11 *Headings and Interpretation.*

- 5.11.1 Except where otherwise specified, all references to sections or provisions refer to sections or provisions in this Agreement or the applicable incorporated terms. The phrases “including,” “for example,” or “such as” do not limit the generality of the preceding provision; the word “or” will be read to mean either “. . . or . . .” or any combination of the proceeding items; and provisions listing items and using “and” require all listed items.
- 5.11.2 All monetary amounts owned under this Agreement will be made in US dollars (USD) or other currency as agreed to between Jeeves and Company.
- 5.11.3 This Agreement, including incorporated terms, comprises the entire understanding of the parties with respect to the subject matter described and supersedes all other proposals or previous understandings, written or oral, between the parties. In the event that this Agreement is terminated, the Payment Method Terms will immediately terminate.

5.12 *Changes to this Agreement.*

- 5.12.1 Jeeves may modify this Agreement or provide another agreement governing Company’s use of the Account, Services, Payment Methods, or Cards, or any portion of them, by providing Notice. Any Administrator’s or User’s continued use of the Account, Services, Payment Method, or Cards constitutes consent to the revised Agreement.
  - 5.12.2 Any waiver, modification, or indulgence provided by Jeeves to Company, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this Agreement for any other or future acts, events, or conditions. Further, any delay by Jeeves in enforcing its rights under this Agreement does not constitute forfeiture of such rights.
- 5.13 *Entire Agreement.* This Agreement constitutes the entire understanding between Company and Jeeves for the subject matter described and no other agreements, representations, or warranties other than those provided in this Agreement will be binding.

**Jeeves Inc.**  
**User Agreement**

**Date of last revision: August 13, 2021**

This User Agreement is between you, the individual identified below as the User, and Jeeves and governs your use of the Payment Methods, Cards and Services under the Agreement entered into between Jeeves and Company. Capitalized terms used in this User Agreement have the meaning provided below in Section 14 or, if not otherwise defined, the meaning set forth in the Agreement.

References to Company refer to the Company responsible for managing the Cards provided to you and Company' s associated Account used to manage Payment Methods and Cards on your behalf. By using the Payment Methods, Cards and Services available to you under an Account, you consent to this User Agreement and to receive all communications from Jeeves electronically as described in this User Agreement. We may update or replace this User Agreement with you by posting an updated version to our legal page.

SECTION 9 OF THIS USER AGREEMENT ALSO INCLUDES YOUR WAIVER TO CONSOLIDATED OR CLASS ACTIONS AND YOUR AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION IN THE MANNER CONSENTED TO BY THE COMPANY UNDER THE AGREEMENT. PLEASE READ THIS SECTION CAREFULLY AND ONLY CONSENT TO THIS USER AGREEMENT IF YOU UNDERSTAND AND AGREE TO THIS PROVISION.

**1. Use of Payment Methods, Cards and Services; Statements.**

- 1.1 Prior to using Payment Methods or Cards on behalf of a Company, you will need an Administrator to add you as an authorized User and provide you access to the Account. As a User on an Account, you are required to provide information about yourself—including your name, your email address, and your phone number—as well as create login credentials. We may also ask you to provide information that we may use to verify your identity, as well as additional information that we may require to permit you to use or continue to use Payment Methods, Cards, or Services.
- 1.2 You may only use Cards and Services for bona fide business purposes, such as making purchases on behalf of Company; you are prohibited from using Cards or Services for personal, household, or any other purpose unrelated to Company's business. You are also prohibited from using Cards for the benefit of any individual, organization, or country where it is prohibited by US law or regulation, if applicable, or whose activities are identified on our Prohibited Activities List that we may update from time to time.

**2. Securing and Monitoring your Payment Methods and Cards.**

- 2.1 You will keep Cards, Account numbers, Card security features (including the CVV and PIN) and your login credentials secure and will immediately notify your Administrator or Jeeves if you know or believe Payment Methods, Cards, or your login credentials have been compromised or stolen or may be misused. We may suspend your access to Payment Methods, Services, or Cards if we believe your Payment Methods, Cards, or login credentials have been compromised, or if not doing so poses a risk to you, Company, Jeeves, or any third parties.
- 2.2 You will review the Periodic Statement associated with your Payment Methods or Cards on no less than a monthly basis and promptly report any unauthorized or fraudulent activity to your Administrator or Jeeves.



### **3. Communicating with You; Text and Mobile Messages.**

- 3.1 Company has an established business relationship with Jeeves. You will receive Notices to the email and mobile numbers provided to Jeeves by you or Company. These Notices may include text or SMS messages providing information or alerts about Services, Payment Methods, Cards, or transactions, and may allow you to provide information back to Jeeves (such as sending a receipt from a transaction). You may elect to not receive certain Notices through the Account, but this will limit the use of certain Services and may increase the financial risks to the Company.
- 3.2 You are required to maintain an updated web browser and computer and mobile device operating systems to receive Notices correctly. You are responsible for all costs imposed by internet or mobile service providers for sending or receiving Notices electronically.
- 3.3 You consent to receiving Notices electronically to your mobile device and understand that this consent has the same legal effect as a physical signature. If you wish to revoke this consent, please notify your Administrator and contact us.

### **4. Ownership of Jeeves Property; Feedback.**

- 4.1 Jeeves and licensors own the Jeeves Property. You may only use Jeeves Property as provided to you and for the purposes provided in this User Agreement or as otherwise permitted by the Agreement between Company and Jeeves. You may not modify, reverse engineer, create derivative works from, or disassemble Jeeves Property; or register, attempt to register, or claim ownership of Jeeves Property or portions of Jeeves Property.
- 4.2 Jeeves grants you a nonexclusive and nontransferable license to use Jeeves Property as provided through the Services and as permitted by this User Agreement. This license terminates upon termination of the Agreement or this User Agreement unless terminated earlier by us.
- 4.3 Beta Services may be made available to you. Any Beta Services are provided to you "AS IS" and without warranty. We may use any Feedback about the Services or Beta Services freely and without restriction. Except where specifically notified by us, we will not compensate or credit you for Feedback you provide us.

### **5. Privacy and Use of Data.**

- 5.1 We may use any Personal Data you, the Company or third parties provide to us or which we generate for evaluating risk and deterring fraud, evaluating your eligibility to utilize the Payment Methods, Cards, or Services, internal reporting and analysis, and for any other purposes you or Company authorize or direct. Details on our collection, use, and handling of Personal Data is described in our privacy policy.
- 5.2 Jeeves, Third-Party Service Providers, Issuers, and the Card Networks collect Personal Data and Usage Data through your use of the Services, Payment Methods, and Cards. We may use this data to provide Services to you and to assist in underwriting, identification verification, internal reporting and analysis, fraud prevention, dispute resolution, development of products and services, and as otherwise directed by you or Company. We may share this data with service providers and other third parties to provide Services and Cards, or as required by law, regulation or Third-Party Service Providers.

### **6. Term and Termination.**

- 6.1 Jeeves may terminate this User Agreement, or suspend or cancel Payment Methods or Cards, at any point and for any reason including where directed by the Company or an Issuer, for termination or suspension of the Account, or where we determine in our sole discretion that continuing to provide Services poses an unacceptable risk to you, Jeeves, or third parties.
- 6.2 Sections 4 (Ownership of Jeeves Property; Feedback), 5 (Privacy and Use of Data), 6 (Term and Termination), 7 (Limitation of Liability), 8 (Governing Law, Venue, and Dispute Resolution), 9 (Legal Process), and 10 (Assignment); and any other provisions of this User Agreement giving rise to continued obligations of the parties will survive termination of this User Agreement.
7. **Limitation of Liability.** The Account is opened by and for the benefit of the Company. All disputes related to your use of Services, Payment Methods, or Cards must be brought by the Company. Jeeves is not liable to you for any direct, consequential, indirect, special, or punitive damages, lost profits, or revenue whether or not you advised us of their possibility. These limitations apply regardless of the legal theory on which your claim is based.
8. **Governing Law, Venue, and Dispute Resolution.** Unless otherwise specified, this User Agreement will be construed, applied, and governed by the laws of the State of New York exclusive of its conflict or choice of law rules except to the extent that US Federal law controls. Subject to this, all disputes will be resolved in the manner described in the Agreement between Company and Jeeves.
- Each party (i) accepts, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts (and courts of appeals therefrom) for legal proceedings arising out of or in connection with this Agreement; and (ii) expressly submits to the jurisdiction of such courts, and irrevocably waives, to the fullest extent permitted by applicable law, its rights to bring an action in any other jurisdiction that could apply by virtue of its present or future domicile or for any other reason.
9. **Legal Process.** We may respond to and comply with any legal order we receive related to your use of the Services, including subpoenas or warrants. We are not responsible to you for any losses you incur due to our response to such legal order. We may take any actions we believe are required of us under legal orders, including holding funds or providing information as required by the issuer of the legal order. Where permitted, we will provide you reasonable Notice that we have received such an order.
10. **Assignment.** Jeeves may assign, pledge, or otherwise transfer this User Agreement or its rights and powers under this User Agreement without providing you Notice. Any such assignee will have all rights as if originally named in this User Agreement instead of Jeeves. You may not assign this User Agreement or rights provided, or delegate any of your obligations.
11. **Headings and Interpretation.**
- 11.1 Except where otherwise specified, all references to sections or provisions refer to this User Agreement or the applicable exhibit. The phrases “including,” “for example,” or “such as” do not limit the generality of the preceding provision; the word “or” means either “. . . or . . . ,” and provisions listing items and using “and” require all listed items.
- 11.2 This User Agreement, including incorporated agreements, comprises the entire understanding of the parties with respect to the subject matter described and supersedes all other proposals or previous understandings, written or oral, between the parties.

**12. Changes to this User Agreement.**

12.1 We may modify this User Agreement or provide another agreement governing your use of Services, Payment Methods, and Cards or any portion of them by providing you Notice. Your continued use of Services, Payment Methods, or Cards constitutes your consent to the revised User Agreement.

12.2 Any waiver, modification, or indulgence that we provide to you or Company, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this User Agreement for any other or future acts, events, or conditions. Further, any delay by Jeeves in enforcing rights under this User Agreement does not constitute forfeiture of such rights.

**13. Entire Agreement.** This User Agreement, including the terms incorporated from the Agreement, constitutes the entire understanding between you and Jeeves for the subject matter described and no other agreements, representations, or warranties other than those provided in this User Agreement will be binding.

**14. Defined Terms.** Capitalized terms used in this User Agreement are defined as follows:

14.1 *Account* means the corporate account maintained by Company to access Services including reviewing expenses and managing Cards.

14.2 *Account Data*, as applicable, means personal or business information that Company and Jeeves provide to Stripe to determine your eligibility for an Account or to otherwise permit Stripe to enable the Services and to fulfill its responsibilities to Issuer.

14.3 *Administrator* means the authorized signer for Company that is authorized to manage the Account.

14.4 *Agreement* means the Program Agreement entered into between the Company and Jeeves, as may be amended from time to time.

14.5 *Beta Services* means beta or pre-release products or services that may contain features and functionality that are incomplete or subject to substantial change or discontinuation.

14.6 *Cards* means physical or virtual payment cards issued by an Issuer and managed through Company's Account.

14.7 *Card Networks* means the payment card networks including Visa, MasterCard, Discover, or American Express.

14.8 *Charge* means a payment for commercial-use goods or services made to a merchant that accepts payments via a Payment Method and which is posted to Company's Account.

14.9 *Company* means the company that applies for the Services, opens and maintains an Account, and that authorizes Users to access and use the Services.

14.10 *Consolidated Action* means class arbitrations, class actions, or other action brought between multiple parties based on the same or similar legal claims, or the same or similar facts.

14.11 *Feedback* means all feedback, suggestions, ideas, or enhancement requests you submit to us.

- 14.12 *Issuer* means the bank or other entity that is a member of the Card Network indicated on Cards and is responsible for issuing the Cards.
- 14.13 *Jeeves, us, our, or we* means Jeeves Inc.
- 14.14 *Jeeves Property* means the Services and related technology; Jeeves Data (as defined in the Agreement); and copyrights, patents, trade secrets, trade or service marks, brands, logos, and other intellectual property incorporated into each of the foregoing.
- 14.15 *Notice* means any physical or electronic communication or legal notices related to this User Agreement or the Platform that are provided to you through text or SMS, email, your Account, or by other means.
- 14.16 *Periodic Statement* means the periodic statements identifying transactions and amounts owed or credited to the Account during each billing cycle.
- 14.17 *Personal Data* means data that identifies or could be reasonably used to identify a natural person.
- 14.18 *Prohibited Activities List* means the list of prohibited businesses and activities posted to our website and updated from time to time that may render Company ineligible for an Account.
- 14.19 *Services* means the expense and corporate card management services and other services provided by Jeeves through the Account.
- 14.20 *Stripe Platform* means Stripe's proprietary Card payment processing and program management technology.
- 14.21 *Third-Party Services* means services and data provided by third parties connected to or provided through Services.
- 14.22 *Third-Party Service Provider* means an affiliate or other third party that assists us in providing the Services to you, that supports our internal operations, or that provides other services related or connected to, or provided through the Services and an Account.
- 14.23 *Usage Data* means information we collect when you visit our website and use the Services and Cards, and that may contain Personal Data.
- 14.24 *User, you, or your* means the employee, contractor, agent, or other person executing this User Agreement who is authorized by Company to use Services or Cards under an Account.
- 14.25 *User Agreement* means this User Agreement, as amended by Jeeves from time to time.

**15. Additional Stripe Provisions.** The following provisions apply if Stripe, Inc. or an affiliate of Stripe, Inc. (collectively, "Stripe") is a Third-Party Service Provider with respect to the Services you receive. For purposes of this Section 15, "we," "us," "our" and "ours" refer to Stripe.

15.1 Card Terms.

- 15.1.1 Card Usage Terms. Authorized Users may only use Cards for bona fide business purchases, for valid and lawful purposes, and must not use Cards for personal, family or household purposes, or for cash advances or withdrawals. All Cards remain Issuer's property and must be returned to us upon request. We may

cancel, revoke, repossess or restrict the use of any or all Cards at any time. We may decline to authorize or reverse Charges, and we may suspend Cards, for any reason including violation of this User Agreement, suspected fraud, or creditworthiness issues. We are not responsible for losses resulting from declined or reversed Charges. Merchants typically accept all Card Network-branded Cards; however, we are not responsible and will have no liability if a merchant refuses to honor a Card or accept a Card Transaction.

- 15.1.2 Declined Card Transactions. We reserve the right to decline Card Transactions with prohibited merchants. When a User uses a Card (or Card number) to initiate a Card Transaction at a hotel, restaurant, gas station, rental car company, or another merchant where the final Charge is unknown at the time of authorization, a hold may be placed on the available funds in the Account for an amount equal to or in excess of the final Card transaction amount. The funds subject to the hold will not be available to User for any other purpose until the hold is released.
- 15.1.3 Spending Limit. Prior to activating your Account, Jeeves may establish a spending limit, and where desired, Card limits. Jeeves may also establish limitations on the types of merchants with whom Users may enter into Card Transactions, or other authorization controls as the Stripe Platform permits. We may establish and adjust the spending limit or Card limit for your Account, Cards or Charges at our sole discretion at any time. Charges will reduce the total spending limit and any Charges in excess of the spending limit will be declined. We may restrict the maximum amount of any particular Charge and the number of Charges allowed for your Account or Cards, or both.
- 15.1.4 Card Limits. For U.S.-based Services, we may prevent Cards from functioning outside the United States. In the event that Cards are used to make international Charges, Issuer will convert into U.S. dollar the Charges made in a currency other than U.S. dollar. We will select exchange rates from a range of exchange rates available on the date the Charges are cleared over the applicable Card Network; therefore, the exchange rate of the Charge may vary from the exchange rate at the time of the Card Transaction.
- 15.1.5 Card Account Holds. We may decline Card transactions with prohibited merchants or place a hold on available funds in the Account for certain Card transactions, or both. When a hold is placed on a Card account, the funds subject to the hold will not be available to you until the hold is released.

## 15.2 Program Requirements and Restricted Activities.

- 15.2.1 Compliance with Law. You must obtain the Services in a lawful manner, and must obey all laws and regulations. As applicable, this may include compliance with domestic and international laws and regulations related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other laws and regulations relevant to Card transactions.
- 15.2.2 Restricted Businesses and Activities. You may not use the Program to enable any person (including you) to benefit from any activities Stripe has identified as a restricted business or activity (collectively, "Restricted Businesses"). Restricted Businesses include use of the Program in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the U.S. Department of Treasury Office of Foreign Asset Control.

15.3 Data Privacy. Stripe processes, analyzes, and manages Personal Data to: (a) enable Jeeves to provide the Services to you and other users; (b) mitigate fraud, financial loss, or other harm to you, other users and Stripe, and (c) analyze, develop and improve our products, systems and tools. Stripe provides Personal Data to third-party service providers, including Issuer and the Card printer, and their respective affiliates, as well as to Stripe's affiliates, to allow us to enable the Services for you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Stripe's use of Personal Data for the purposes and in a manner consistent with this Section 15. We will only use Account data and Personal Data as required to enable the Services for you, to fulfill our obligations to regulatory authorities, and in accordance with the Stripe Privacy Policy. Protection of Account data and Personal Data is very important to us. The Stripe Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Account data and Personal Data you provide to us. You agree to review the terms of the Stripe Privacy Policy, which we may update from time to time, and which forms part of this User Agreement.

#### 15.4 General

15.4.1 Construction, Waiver. No provision of this User Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term "including" or "such as" is not to be interpreted as limiting the generality of the text preceding the term. No waiver by any party of any breach of any provision of this User Agreement to be performed by a party will be construed as a waiver of any succeeding breach of the same or any other provision of this User Agreement. We do not waive our rights by delaying or failing to exercise them at any time.

15.4.2 Severability. If any provision of this User Agreement is determined by any court or governmental authority to be invalid, illegal, or unenforceable, this User Agreement will be enforced as if the unenforceable provision were not present and any partially valid and enforceable provision will be enforced to the extent that it is enforceable.

15.4.3 Force Majeure. Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control.

15.4.4 No Agency; Third-Party Services. Except as expressly stated in this User Agreement, nothing in this User Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with Issuer. Each party to this User Agreement is an independent contractor.

**Jeeves Inc.**  
**Prohibited Activities List**

**Date of last revision: August 1st, 2020**

**Prohibited Businesses and Persons:**

The following may not open or attempt to open an Account with, or utilize Services provided by Jeeves:

- Entities and persons listed on the specially designated nationals (SDN) list published by the United States Treasury Office of Foreign Asset Control; and
- Entities and persons identified for comprehensive financial sanctions by the United States Department of State.

**Prohibited Activities:**

Companies that are primarily engaged in the following activities will be prohibited for using Services:

- Sale of Schedule I controlled substances with or without a pharmaceutical license, or sale of Schedules II-V controlled substances without a pharmaceutical license, where such schedules are defined by the United States Department of Justice, Drug Enforcement Agency (DEA);
- Production, sale, or distribution of marijuana;
- Production, sale, or distribution of guns, accessories, ammunition, and other weapons;
- Gambling, betting, lotteries, sweepstakes, or games of chance;
- Prostitution or escort services;
- Sale of counterfeit or "gray market" goods or services;
- Get-rich-quick schemes, multi-level marketing, or activities that may be considered unfair, deceptive, or abusive acts or practices (UDAAP);
- Use of Jeeves Services for personal, family household use, or any non-commercial use;
- Activities that are illegal or that Jeeves, in its sole discretion, identifies as posing undue risk; or
- Use of the Services in manner that is inconsistent with or prohibited by the Agreement, as determined by Jeeves in its sole discretion.

**Restricted Activities:**

Companies that are engaged in the following activities may be required to provide additional information or documentation:

- Purchase, sale, or mining of cryptocurrency;
- Financial services providers including banks or bank affiliates, securities brokers, or money transmitters; or
- Professional services including law firms or consulting firms.

Please contact us if you are unsure whether your business or activities are permitted by Jeeves.