

JEEVES INC. USER AGREEMENT AND TERMS AND CONDITIONS FOR DIGITAL WALLET TOKEN SERVICES

Date of last revision: April 20, 2023

This User Agreement is between you, the User, and Jeeves and governs your use of the Payment Methods, Cards and Services under the Agreement entered into between Jeeves and Company, where Company is registered in the **EU, UK** or **USA**. Capitalized terms used in this User Agreement have the meaning provided below in Section 15 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. CARD FEES

The following Fees will apply to each card transaction. Fees may be subject to change and will be notified to you in advance of such change. Please note that the Fees listed below are in addition to any fees required by a Third Party Service Provider as set out in the applicable Payment Method Terms.

Jeeves Corporate Card - C\$

Fee Description	Fee Amount
Activation Fee	Free
Foreign Exchange Transaction Fee	1.99%

Jeeves Corporate Card - U\$

Fee Description	Fee Amount
Activation Fee	Free
Foreign Exchange Transaction Fee	3.90%

2. USE OF PAYMENT METHODS, CARDS AND SERVICES; STATEMENTS.

- a. 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.

- b. 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 any applicable law and regulation (including, among others, US and UK sanctions, where applicable), if applicable, or whose activities are identified on our Prohibited Activities List that we may update from time to time.

3. SECURING AND MONITORING YOUR PAYMENT METHODS AND CARDS.

- a. 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.
- b. 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.

4. COMMUNICATING WITH YOU; TEXT AND MOBILE MESSAGES.

- a. 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.
- b. 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.
- c. 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.

5. OWNERSHIP OF JEEVES PROPERTY; FEEDBACK.

- a. 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.
- b. 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.
- c. 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.

6. PRIVACY AND USE OF DATA.

- a. 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. Jeeves will process your Personal Data as long as you represent the Company and only to provide the Services to the Company. If the Company is an individual and User, processing of data user will be also governed by the privacy rules applicable for the Company. In case of conflict between the privacy rules applicable to the Company and the privacy rules of the User Agreement, the first shall prevail.

- b. 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, to generate de-identified data, which we may use for the development of products and services, and as otherwise directed by you or as required by law, regulation or card network rules. We may share this data with service providers and other third parties to provide Services and Cards, or as required by law, regulation or card network rules. In addition, by accepting this User Agreement you authorize third parties, which may include your mobile operator, internet service provider, financial institution, government organizations, and other authoritative data sources, to disclose to Jeeves and its data processing partners data only for the purposes of validating your identity and preventing fraud on your account.

7. **TERM AND TERMINATION.**

- a. 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.
- b. 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), 10 (Legal Process), and 11 (Assignment); and any other provisions of this User Agreement giving rise to continued obligations of the parties will survive termination of this User Agreement.

8. **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.

9. **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.

10. **DISPUTE POLICY AND PROCEDURE.** Jeeves is committed to providing its customers with the highest level of service and support. However, there may be instances where Company or a User notifies Jeeves of a Dispute. Company and its Users are subject to the terms outlining the process for handling disputed transactions in a timely and efficient manner, in accordance with Applicable Laws, as set forth on [Schedule C](#).

11. **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.

12. **ASSIGNMENT.** Jeeves may assign, pledge, or otherwise transfer this User Agreement or its rights and powers under this User Agreement by providing you a thirty (30) days' prior written 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.

13. **HEADINGS AND INTERPRETATION.**

- a. 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.
- b. 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.

14. **CHANGES TO THIS USER AGREEMENT.**

- a. 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 thirty (30) days' prior written Notice. Your continued use of Services, Payment Methods, or Cards constitutes your consent to the revised User Agreement.
- b. 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.

15. **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.

16. **DEFINED TERMS.** Capitalized terms used in this User Agreement are defined as follows:

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

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

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

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

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.

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

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

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.

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

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.

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

Force Majeure Event means 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.

Issuer means the bank or other financial entity (as permitted by law) that is a member of the Card Network indicated on Cards and is responsible for issuing or otherwise providing the Cards.

Issuer Platform means Issuer's proprietary Card payment processing and program management technology.

Jeeves, us, our, or we mean Jeeves Inc.

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.

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.

Payment Method means any Card, Check, ACH, SWIFT, SPEI, SEPA credit transfer, SEPA direct debit, Bill Payment, or other payment transaction type supported by Jeeves and authorized by the Company for its Users.

Payment Method Terms means those separate terms and conditions established by Jeeves or a Third Party Service Provider for the use of the Payment Methods, the Services or Third Party Services, as may be provided to Company or made, available on our website from time to time.

Periodic Statement means the periodic statements identifying transactions and amounts owed or credited to the Account during each billing cycle.

Personal Data means data that identifies or could be reasonably used on its own or in combination with other data to identify a natural person.

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.

Services means the expense and corporate card management services and other services provided by Jeeves through the Account.

Third-Party Services means services and data provided by third parties connected to or provided through Services.

Third-Party Service Provider means a 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.

Usage Data means information we collect when you visit our website and use the Services and Cards, and that may contain Personal Data.

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.

User Agreement means this User Agreement, as amended by Jeeves from time to time.

ADDITIONAL Issuer Provisions. The following provisions apply if an Issuer is a Third-Party Service Provider with respect to the Services you receive. For purposes of this Section, the use of "we," "us," "our" and "ours" shall refer to Issuer.

1. Card Terms.

- a. **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.
- b. **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.
- c. **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 Issuer 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.
- d. **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.
- e. **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.
- f. **Non-Usage Fees.** We reserve the right to charge a reasonable non-use fee to the Account in the event spend fails to exceed the equivalent of \$10,000 USD per calendar month.

2. Program Requirements and Restricted Activities.

- a. **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.
 - b. **Restricted Businesses and Activities.** You may not use the Program to enable any person (including you) to benefit from any activities Issuer 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.
3. **Data Privacy.** Issuer 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 Issuer, and (c) analyze, develop and improve our products, systems and tools. Issuer provides Personal Data to third-party service providers, including Issuer and the Card printer, and their respective affiliates, as well as to Issuer's affiliates, to allow us to enable the

Services for you and other users. You understand and consent to Issuer's use of Personal Data for the purposes and in a manner consistent with this Section 3. 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 Issuer Privacy Policy. Protection of Account data and Personal Data is very important to us. The Issuer 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 Issuer Privacy Policy, which we may update from time to time, and which forms part of this User Agreement.

4. General.

- a. **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.
- b. **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.
- c. **Force Majeure.** Neither party will be liable for any delays in processing or other nonperformance caused by any Force Majeure Event or any other event over which the respective party has no reasonable control. The Party subject to the Force Majeure Event will: (a) promptly notify the other Party of any circumstances which may result in failure to perform its obligations; (b) use reasonable efforts to avoid or remove the underlying cause of the delay or nonperformance or to mitigate the effect of the Force Majeure Event on the performance of its obligations; and (c) resume performance hereunder as soon as reasonably practical following the removal of the Force Majeure Event. This Section 4 c does not limit or otherwise affect Company's obligation to pay any Fees or other charges or amounts payable under this Agreement.
- d. **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. Schedule B - Prohibited Activities List

Date of last revision: April 20, 2023

Prohibited Businesses and Persons

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

- Any individual, entity, or governmental that is, or that is owned or controlled by, any person targeted by Sanctions;
- Entities and persons listed on the specially designated nationals (SDN) list published by the United States Treasury Office of Foreign Asset Control;
- Entities and persons identified for comprehensive financial sanctions by the United States Department of State;
- Any individual or entity that is, or is owned or controlled by, any person that is, located, organized or resident in a country, territory, or jurisdiction that is, or whose government is, targeted for Sanctions, including currently and without limitation, Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, the Donetsk People's Republic Region of Ukraine and the Luhansk People's Republic Region of Ukraine;
- Entities, organizations, or individuals subject to economic sanctions and similar measures, including the *Special Economic*

Measures Act (Canada), the United Nations Act (Canada), the Justice for Victims of Corrupt Foreign Officials Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), Part II.1 of the Criminal Code (Canada), and the Export and Import Permits Act (Canada), and any regulations thereunder; and

- Entities and persons designated under, listed on, or owned or controlled by a person designated under or listed on, any list of entities or persons who are subject to sanctions under applicable Canadian law.

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) or the sale narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety in Canada;
- 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, exchange, custody 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.

Jeeves Inc. Schedule C - Dispute Policy and Procedure

1. ***Dispute Policy and Procedure*** Jeeves is committed to providing its customers with the highest level of service and support. However, there may be instances where Company or a User notifies Jeeves of a Dispute. This policy outlines the process for handling disputed transactions in a timely and efficient manner, in accordance with the laws of the United States. Company and its Users are subject to the terms outlining the process for handling disputed transactions in a timely and efficient manner, in accordance with Applicable Laws, as set forth in this [Schedule C](#).

2. *Reporting a Dispute*

- a. Company and/or its Users may submit a Dispute from the Jeeves Account for any settled card transaction

processed through Jeeves Account or Payment Methods. If Company and any merchant have a Dispute regarding a transaction identified on their Account Periodic Statement (a "*Disputed Transaction*"), including a Dispute regarding the delivery of incorrect goods or services or being charged the wrong amount, Company or its Users should first attempt to resolve such Disputed Transaction directly with the merchant. If the Disputed Transaction is not resolved to their satisfaction or if they believe the transaction is unauthorized, they may initiate a Dispute through their Jeeves Account. Company and its Users understand that the Jeeves Program Agreement is subject to Card Network rules regarding Disputes (such Disputes, "*Chargebacks*"). The Card Networks have established procedures for resolving Disputes that may require Company or its Users to provide details of the Disputed Transaction or associated documentation. Jeeves' customer support team will be notified of the Disputed Transaction and will work with Company and internal teams to analyze, investigate and determine whether the Disputed Transaction is valid.

- b. Disputed Transaction that are related to disputed charges will be collected on the payment date if they are pending resolution as of the date that payment is due for the applicable statement cycle. Chargebacks or other Disputed Transactions that are resolved in Company's favor may, in Jeeves sole discretion, subject to applicable law, be credited to the applicable Payment Method through the Account on either the current or a future Periodic Statement. Jeeves may also impose Fees, reduce the customer's Spending Limits, or suspend access to their Jeeves Account or the Services if they fail to pay charges that are related to Disputed Transactions that are pending resolution on the payment date.

3. **Investigation and Resolution**

- a. Jeeves' customer service team along with the appropriate departments will analyze, investigate and determine whether any Disputed Transaction is valid. In some instances, the Disputed Transaction may be considered invalid based on the guidelines provided by Card Networks, participating acquiring banks, Issuer, or other Third-Party Service Providers. Some common reasons for a dispute being considered invalid include, but are not limited to:
 - i. The cardholder received the goods or services as described;
 - ii. The cardholder authorized the charge;
 - iii. The cardholder did not cancel the service or return the goods within the agreed timeframe;
 - iv. The cardholder is disputing the charges after a certain period of time;
 - v. The cardholder is disputing a transaction that hasn't been posted on their account;
 - vi. The cardholder is disputing a charge that is not a card transaction; and
 - vii. The cardholder is disputing the charge for a reason that is not covered by the card network regulations.
- b. The Disputed Transaction status will be communicated to the customer; *provided*, Jeeves is not obligated to notify Company or any User of the specific reason for denying a Disputed Transaction. If Jeeves determines, in its discretion, that a Disputed Transaction is valid, Jeeves will require Company or any User to send compelling evidence to support their Disputed Transaction. Depending on those reasons provided by Company or its Users, the type of evidence required by Jeeves may vary. The investigation is most effective when Company and/or its Users has provided complete information. Company agrees to provide current, complete, and accurate evidence regarding any Disputed Transaction.
- c. Jeeves requires Company to compile all the evidence that supports its reason for s Disputed Transaction including, but not limited to:
 - i. The credit card statement showing the disputed transaction;

- ii. The original receipt, service contract, purchase order, or invoice from the merchant;
 - iii. Emails or other correspondence that shows evidence that Company made attempts to resolve the problem with the merchant;
 - iv. Reasons and other support evidence to believe fraud happened;
 - v. Any other documentation required by the Card Network
- d. Jeeves will review the documents provided and communicate with Company throughout the process and keep them informed of the progress as well as the outcome of the Disputed Transaction.
4. **Timeframe** Company and its Users must report any Disputed Transaction no more than ninety (90) days after the Disputed Transaction is settled and/or posted to their account. The Card Network does not accept, and Jeeves will not process, any Disputed Transactions reported more than ninety (90) days after the Disputed Transaction or error posted to Company's Account. Jeeves will make every effort to review disputes within thirty (30) days of receiving the Disputed Transaction from Company or its Users.
5. **Fraudulent And Unauthorized Charges** Company or its Users must notify Jeeves immediately by emailing us at fraud@tryjeeves.com and assist Jeeves in its investigation if the Company's or its Users' Card is lost or stolen or if it believes an unauthorized person or persons is using their Card or Account without their permission. Company and its Users agree that Jeeves waives any and all limitations on its liability for the unauthorized and fraudulent use of such Cards. It is Company's responsibility to take, and cause to be taken by its Users, appropriate measures to secure their cards, account numbers, login, password, and card security features (including the CVV and PIN, if any).

Below are a few tips Company and its Users can follow to protect the security of their Jeeves card:

- a. Keep your Jeeves card in a secure location at all times - either in your wallet or in a locked place to restrict unwanted access.
 - b. Ensure to store statements and receipts with your Jeeves card information in a safe location.
 - c. Update your passwords frequently on your computers, mobile devices, and online accounts.
 - d. Only add trustworthy employees as authorized users on your Jeeves account.
 - e. Create and set up policies for authorized users so they know which types of transactions are allowed on the account and the steps to take in the event of a lost or stolen card.
 - f. Review your statements on a monthly basis and check your Jeeves account activity a couple of times per week. This will help ensure that you detect unauthorized charges quickly if it happens.
 - g. Notify us in advance if you'll be traveling or if your address has changed.
 - h. Contact us immediately if your card or any of your employees' Jeeves card is lost or stolen.
6. **Dispute Outcome** Dispute outcomes are communicated to Company via email. In the event that we previously issued provisional credits to Company's Account and the Disputed Transaction is found in favor of the merchant, Jeeves reserve the right to reverse the provisional credits from Company's Account. If the Disputed Transaction is found in favor of Company, Company will keep the provisional credits that were issued previously and no further action is necessary.
7. **Finality of Decision** The decision of Jeeves regarding any Disputed Transaction or other Disputes is final and binding on Company and its Users.
8. **Continuous Improvement** Jeeves will continuously review and improve its Dispute Policy and Procedure and its Chargeback process to ensure that Jeeves provides the best possible service to its customers.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR CARD IN THE DIGITAL WALLET OR FOR TOKEN SERVICES, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT CREATE, ACTIVATE OR USE A CARD IN A DIGITAL WALLET OR FOR TOKEN SERVICES.

These Terms (the "Terms") apply when you choose to add your physical or virtual Card ("Card") to a Digital Wallet ("Digital Wallet"). In these Terms, "you" and "your" refer to the cardholder or a person authorized by the cardholder to use the Card ("Customer"). "We," "us," and "our," refer to Jeeves Inc., the Digital Wallet provider ("Jeeves") and Pathward, National Association ("Issuing Bank"), a federally chartered bank, member FDIC.

By designating us as your agent for payment facilitation services, and remaining in compliance with these Terms, the underwriting criteria for receipt of Token Services and the Program Agreement, You are able to make payments from and to customers, clients and third-party business through your Card and via "Apple Pay", "Google Pay" and other tokenized payment services via a process called tokenization to create a unique and temporary code that represents your card ("Token Services"). In exchange for Token Services, You agree to pay us the rates, fees and other charges previously provided to You in writing by Jeeves (collectively, "Fees"). Besides us, there are other third parties involved in the facilitation and processing of Token Services; these third parties include banks (i.e., acquiring bank, sponsor bank), the major card networks/associations such as Visa and Mastercard (collectively, "Card Brands" unless referred to individually by name), Apple (for "Apple Pay"), Google (for Google Pay) and our designated payment processors ("Processors"). Each of these parties serve an important function in the facilitation, processing and settling of transactions associated with your business.

1. **ADDING YOUR CARD.** You can add an eligible Card to the Digital Wallet by following the instructions of the Digital Wallet provider. When you add a Card to the Digital Wallet, the Digital Wallet allows you to use the Card to enter into transactions where the Digital Wallet is accepted.
2. **TERMS THAT APPLY.** The terms of use for the Card do not change when you add your Card to the Digital Wallet and these Terms do not amend or supersede such Card agreements. You understand that the Digital Wallet and Token Services simply provide additional ways for You to make purchases with the Card and that your existing agreements or terms of service (including the Program Agreement) for the Card continue to apply to any Card transactions made through the Digital Wallet. We do not charge you any additional fees for adding your Card to the Digital Wallet or using your Card in the Digital Wallet. However, the Digital Wallet and Token Services providers and other third parties, such as wireless companies or data service providers, may charge you fees (for example, your mobile service carrier may impose data usage or text message charges for your use of or interaction with the Digital Wallet).
3. **PROCESSING LIMITS.** We reserve the right to assign a maximum dollar amount ("Processing Limits Limit") of card, Token Services or payment transactions per calendar month to your account. If we assign a Processing Limit, we will communicate it to You in writing.
4. **PROHIBITED ACTIVITIES.** In receiving Token Services, You shall not, through yourself or a third party: (a) submit any transaction to us that was previously charged back and subsequently returned to You, irrespective of cardholder approval; (b) knowingly submit any transaction that is illegal or that You should have known was illegal (You acknowledge that such transaction must be legal in both your and the cardholder's jurisdiction); (c) submit a transaction that You know, or should have known, is either fraudulent or not authorized by the cardholder; (d) sell, license, or exploit for any commercial purposes any use of or access to the Token Services other than as permitted by us; (e) forward any data generated from the Token Services without our prior written consent; (f) sublicense any or all of the Token Services to any third party; and/or (g) transfer or assign your account password or credentials, even temporarily, to a third party. We reserve the right to monitor You and your End User's use of the Token Services to ensure compliance with this Agreement or applicable law. If we determine that You are not in compliance with this Agreement or applicable law, we reserve the right to take appropriate remedial action including, without limitation, suspending or terminating Token Services, or suspending or terminating your access to the system or platform.
5. **SUSPENSION AND REMOVAL.** We reserve the right to discontinue offering or supporting the Digital Wallet or Token Services for any reason and we can block a Card in the Digital Wallet or Token Services from purchases at any time.
6. **PRIVACY.** You agree that we may share your information with the Digital Wallet or Token Services providers, a payment

network, and others in order to (i) enable Card transactions through the Digital Wallet or Token Services, and (ii) to make information available to you about your Card transactions. When you use the Card within the Digital Wallet or Token Services, you will share transaction information with the Digital Wallet or Token Services providers in addition to us. We do not control the privacy and security of your information once it is shared with the Digital Wallet or Token Services providers. Please read the privacy policy of the Digital Wallet or Token Services providers to understand how they protect information provided to them.

7. SECURITY. You are solely responsible for maintaining the confidentiality of your passwords, login ID, and any other credentials or means that you use to access the Digital Wallet. Call us immediately if you lose your phone or if someone has used your Digital Wallet or your credentials without your authorization. When you get a new phone, please be sure to delete all your Cards and other personal information from the Digital Wallet on the old phone.
8. CHARGEBACK LIABILITY. For any transaction that results in a chargeback, we may withhold the chargeback amount in a reserve account. You grant us authorization to recover the amount of any chargeback and any associated fees, fines, or penalties listed in this Agreement, or assessed by the bank(s), the Card Brands, Apple, Google, Issuing Bank or our Processor. If You have pending chargebacks, we may delay payouts as necessary. Further, if we reasonably believe that a chargeback is likely with respect to any transaction, we may withhold the amount of the potential chargeback from remits otherwise due to You until such time that (a) the chargeback is assessed due to an End User (cardholder) complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the End User (cardholder) may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur. If we are unable to recover funds related to a chargeback for which You are liable, You agree to pay us the full amount of the chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all amounts unpaid by You.
9. DEFAULT LIABILITY. The Parties agree and confirm that, if you (the "Defaulting Party") breach substantially any of the Terms, or fails substantially to perform any of the obligations under the Terms, such a breach shall constitute a default under this Agreement (a "Default"), then the non-defaulting Party whose interest is damaged thereby shall have the right to require the Defaulting Party to rectify such Default or take remedial measures within a reasonable period. If the Defaulting Party fails to rectify such Default or take remedial measures within such reasonable period or within ten (10) days of the non-defaulting Party notifying the Defaulting Party in writing and requiring it to rectify the Default, then the non-defaulting Party shall have the right, at its own discretion, to (1) terminate the Terms and require the Defaulting Party to indemnify it fully for the damage; or (2) demand the enforcement of the Defaulting Party's obligations hereunder and require the Defaulting Party to indemnify it fully for the damage.
10. NO WARRANTIES. We are not responsible in any way for any failure of the Digital Wallet or Token Services, or the inability to use the Digital Wallet or Token Services for any transaction. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF DIGITAL WALLET OR IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DIGITAL WALLET IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY DIGITAL WALLET. THE TOKEN SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE TOKEN SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOKEN SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
11. LIMITATION ON LIABILITY. WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. OUR LIABILITY UNDER THIS SUB-MERCHANT AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED \$5,000. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (A) YOUR ACT OR OMISSION, OR THE ACT OR OMISSION OF ONE OF YOUR AFFILIATES OR END USERS; (B) YOUR USE OF OR INABILITY TO USE THE TOKEN SERVICES; (C) DELAYS OR DISRUPTIONS IN THE TOKEN SERVICES; (D) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE TOKEN SERVICES; (E) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE TOKEN

SERVICES; (F) ACT OR OMISSIONS OF THIRD PARTIES; (G) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS SUBMERCHANT AGREEMENT; (H) OUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS SUB-MERCHANT AGREEMENT OR OUR POLICIES OR TOKEN SERVICES MADE IN ACCORDANCE WITH THIS SUB-MERCHANT AGREEMENT OR APPLICABLE LAW; (I) ANY BREACH BY YOU OF THIS SUB-MERCHANT AGREEMENT; (J) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (K) OUR ELECTION TO SUSPEND PROVIDING TOKEN SERVICES ON THE BASIS OF OUR LEGAL, COMPLIANCE, OR RISK POLICIES.

12. INDEMNIFICATION. You shall indemnify, defend and hold us and all third parties that assist in providing the Token Services (including the bank(s), the Card Brands, Apple, Google, Issuing Bank and our Processor), as well as our/their employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in the Sub-Merchant Agreement; (b) your wrongful or improper use of the Token Services; (c) any transaction submitted by You through the Token Services (including without limitation the accuracy of any product information or service that You provide or any claim or dispute arising out of products or services offered or sold by You); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any applicable law; or (f) any other party's access and/or use of the Token Services with your access credentials.
13. CONFIDENTIALITY. Unless otherwise required by law, You shall, and shall cause your affiliates to, hold in strict confidence at all times following the date hereof all of our, our Issuing Bank's or our Processor's Confidential Information, and neither You nor any of your affiliates shall use such Confidential Information for any purpose other than for the performance of your duties and obligations hereunder. If You breach, or threaten to breach, any of the provisions of this section, in addition to any other rights we may have, including a claim for damages, we shall have the right to have the provisions of this section specifically enforced, and your breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by You), it being agreed that any breach or threatened breach of this section would cause irreparable harm to us in that money damages would not provide an adequate remedy.
14. FEEDBACK. Customer will provide reasonable feedback to Jeeves concerning the features and functionality of the Token Services. If Customer provides feedback to Jeeves, all such feedback will be the sole and exclusive property of Jeeves. Customer hereby irrevocably transfers and assigns to Jeeves and agrees to irrevocably assign and transfer to Jeeves all of Customer's right, title, and interest in and to all feedback including all intellectual property rights therein.
15. AUDIT. Jeeves may, at any time during the term, of this Agreement, upon reasonable written notice and during Customer's normal business hours, audit Customer's use of the Token Services at Customer's premises, as reasonably necessary to confirm that Customer is using the Software in accordance with the terms and conditions of this Agreement. Jeeves may use a third-party organization reasonably acceptable to Customer to assist Jeeves in conducting such an audit. Customer will cooperate with Jeeves in such audit and will promptly make available to Jeeves all information and materials reasonably required by Jeeves to conduct such an audit.

GENERAL. Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Jeeves's prior written consent, and any attempted assignment without such consent will be null and of no effect. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications and understandings with respect to the Token Services. 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. 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. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

