

**Jeeves Inc.**  
**Program Agreement**

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

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, the Jeeves Privacy Policy, and Card Agreement between Company's authorized Users and the Issuer, 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), 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 Agreement* means the agreement between Users and the Issuer for use of Cards.
- 1.10 *Card Networks* means the payment card networks, including Visa, MasterCard, Discover, and American Express. The initial Card Network for the Card is MasterCard.
- 1.11 *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.

- 1.12 *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.
- 1.13 *Check* means a draft payable on demand and drawn on the Issuer.
- 1.14 *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.
- 1.15 *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.
- 1.16 *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.
- 1.17 *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.
- 1.18 *Dispute* means any dispute, claim, or controversy arising from or relating to this Agreement, including any incorporated terms.
- 1.19 *Feedback* means all feedback, suggestions, ideas, or enhancement requests submitted by Company to Jeeves.
- 1.20 *Fees* means charges Jeeves imposes on Company for use of Services or an Account.
- 1.21 *Financial Data* means Company's bank balance, transactions, and account information accessible to Jeeves through Linked Accounts or Third-Party Services.
- 1.22 *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.
- 1.23 *Issuer* means the bank we may select from time to time in our sole discretion that is a member of the Card Network indicated on Cards and is responsible for issuing the Cards and Payment Methods. The initial Issuer shall be MetaBank.
- 1.24 *Jeeves, we, or us*, means Jeeves Inc.
- 1.25 *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.
- 1.26 *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.

- 1.27 *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.
- 1.28 *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.
- 1.29 *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.
- 1.30 *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.
- 1.31 *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.
- 1.32 *Reversal* means a credit or debit entry that reverses and erroneous debit or credit entry as a result of the use of a Payment Method.
- 1.33 *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.
- 1.34 *Personal Data* means data that identifies or could reasonably be used to identify a natural person.
- 1.35 *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.
- 1.36 *Services* means the corporate expense management services provided by Jeeves through the Account or any Payment Method.
- 1.37 *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.
- 1.38 *Third-Party Service Provider* means an affiliate or other third party that 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.
- 1.39 *User* means any 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 IT 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, Third-Party Service Providers, or required by law.
- 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 and Issuer rely 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 will be made available to 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 and Payment Methods 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 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 unauthorized access or use involving the Services.
- 3.4.3 Company 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 given access to the Services, the Account, or Payment Method.
- 3.4.4 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 Intentionally omitted.

- 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 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. 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 or Card Network rules; (b) for internal analytics and reporting; (c) to obtain additional information about Company; (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 applicable Card Agreement, Payment Method Terms, and this Agreement.

4.1.3 Issuers may update the Card Agreement or 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 a revised Card Agreement or 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 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 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 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.

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, Issuers, or their assigns to collect amounts owed under this Agreement by debiting funds from the Linked Accounts at depository institutions (including banks and credit unions) using the Automated Clearinghouse (ACH) network governed by the rules established by the National Automated Clearinghouse Association (NACHA). These debits are bound by NACHA rules for business-related ACH debits.
- 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, Issuers, or their 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 satisfy 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 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, the Payment Method Terms, or the Card Agreement. 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, the Card Agreement 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 Card Agreement or 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, 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, the Card Agreement 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.* 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.

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 preceding 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).

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 and Card Agreement 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 1st, 2020**

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 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 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 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 or Company provides to us 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 services providers and other third parties to provide Services and Cards, or as required by law 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 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 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.** 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.

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

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

14.4 *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.

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

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

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

14.8 *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.

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

14.10 *Issuer* means the bank that is a member of the Card Network indicated on Cards and is responsible for issuing the Cards to the Company.

14.11 *Jeeves, us, our, or we* means Jeeves Inc.

14.12 *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.

- 14.13 *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.
- 14.14 *Periodic Statement* means the periodic statements identifying transactions and amounts owed or credited to the Account during each billing cycle.
- 14.15 *Personal Data* means data that identifies or could be reasonably used to identify a natural person.
- 14.16 *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.
- 14.17 *Services* means the expense and corporate card management services and other services provided by Jeeves through the Account.
- 14.18 *Third-Party Services* means services and data provided by third parties connected to or provided through Services.
- 14.19 *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.
- 14.20 *Usage Data* means information we collect when you visit our website and use the Services and Cards, and that may contain Personal Data.
- 14.21 *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.
- 14.22 *User Agreement* means this User Agreement, as amended by Jeeves from time to time.

**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.

# Jeeves Inc. Privacy Policy

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

Jeeves Inc. provides financial products and services to growing businesses.

We want to make sure that you have information about how we process—a fancy way of collectively saying use, collect, transmit, store, share, and erase—personal information, which does not include anonymized or aggregated data or data that does not identify an individual, so you can make an informed decision about how you want to interact with our products and services.

We know that you may have questions about how we process your personal information and have laid out how we process personal information about you. If you have any questions about this policy, please reach out to our Privacy Team at [hello@tryjeeves.com](mailto:hello@tryjeeves.com).

## Table of Contents

1. Personal Information We Process and How We Process It
2. How We Use Personal Information
3. How We Share Personal Information
4. Cookies
5. Where We Store Personal Information
6. Other Important Information About Your Personal Information
7. Your Choices About Your Personal Information
8. Changes to This Privacy Policy
9. Contacting Us
10. Previous Privacy Policies

## 1. Personal Information We Process and How We Process It

The personal information we process depends on the products you use and how you access them. We process information when you directly interact with Jeeves in the following ways:

- Filling out an application and creating an Account
- Making a purchase using your physical or virtual Jeeves Card
- Browsing [tryjeeves.com](https://tryjeeves.com) or using the dashboard available on [tryjeeves.com](https://tryjeeves.com)
- Using our iOS or Android mobile apps
- Connecting accounts to your Account
- Calling, chatting, or interacting with Jeeves (such as Customer Experience or Sales, or texting us a copy of a receipt)
- Interacting with us at a conference or event

## Information We Process When You Use Our Products and Services

*Information needed to apply and create an Account.* If you are opening an Account on behalf of a business, we need to process a certain amount of preliminary information about you, your business, and individuals associated with your business to create an Account to comply with our legal and regulatory obligations. When you apply for an Account, we may process:

- Your name
- Your title or role on your team
- Your email
- Your phone number
- Your password - unique and strong, please
- Information related to your business, including the business's legal name, address, Employer Identification Number (EIN), and certain individuals who have an ownership interest in your business.
- Company bank account information
- Other information pertaining to your identity such as copies of a passport, driver's license, or other national ID
- Your Tax Identification Number (TIN) or your Social Security Number (SSN)
- Personal information provided to us from third-party companies we partner with to offer services to you (see below)

*Information needed to use our products and services.* We need to process personal information when your business assigns you a Jeeves Card or otherwise allows you to use our products and services (for example as an employee or authorized representative). To use these services, we may process:

- Your name
- Your business email
- Your business phone number

*Information processed when you make a transaction.* Each time you make a payment using a Jeeves Card we receive information about your transaction. We may receive this information directly from you or from our financial partners (including MetaBank) or the card networks (such as Mastercard or Visa). We may process:

- Payment method information (card number, card type, PIN)
- Purchase amount
- Purchase date
- Purchase location
- Whether you made the purchase online or in a store
- Receipt information
- Information provided to us by the card network associated with transactions, merchants, or cardholders

*Information automatically processed when you visit our websites or use our mobile app.* We process personal information automatically when you visit our website or use our mobile app to make our services work, to prevent fraud and enhance security, to understand your preferences, and to tailor services to you for the best possible experience. We may process:

Browser and device information.

- IP address
- Mobile and other hardware or device identifiers
- Operating system

- Browser information, such as type and version
- Referring and exit pages, including landing pages and pages viewed
- Device event information, including crash reports, request and referral URLs and system activity details

Information about your use of our website or mobile app.

- Your location
- What you click on and what you type, time you spend on our websites, and other user experience information
- Photos from your mobile device that you choose to upload to us, such as photos of your receipts

*Cookies and trackers.* We and our service providers also use cookies and other online activity tracking tools to help our website and mobile app function effectively. Please see the Cookies section of our privacy policy below. These tools allow us to:

- Provide you services such as those that allow you to chat with our Customer Experience team
- Perform website and mobile app analytics
- Improve the advertisements you see
- Prevent fraud and prevent attacks against our websites and services
- Advertise Jeeves products and services, and additional products and services from our partner companies

We and our service providers use cookies and trackers to assign you a unique identifier so we can record:

- Websites you visit
- Length of time the advertisement was visible
- IP Address

You can block these cookies at any time using your web browser settings, but doing so may limit your browsing experience and your ability to use certain features of our services.

Information processed when you interact with Jeeves teams. We may process personal information about you when you call, chat, email, or interact with members of Jeeves teams (such as Customer Experience, Sales, or Marketing), including:

- Your name
- Your email, phone number, or other contact information
- Content of your communications and survey responses

*Information processed when you enter into a sweepstakes, contest, or other promotion.* We may process personal information when you enter a sweepstakes, contest, or promotion to administer those programs, including:

- Your name
- Your email, phone number, or other contact information
- Other personal information required for you to participate



## **Information Processed from Our Business Partners and Service Providers**

We process personal information we receive from financial partners, identity verification services, and other service providers, and information you share with us about your use of their products and services:

- To comply with regulatory and reporting obligations
- To facilitate your use of our products or services, or other products and services
- To underwrite your account
- To conduct fraud monitoring, prevention, and detection
- To fulfill commitments to our business partners
- To fulfill a request made by you

*Information necessary to comply with regulatory and legal requirements.* When you open an Account as a business owner or an administrator on behalf of a business, or you provide information as an individual with an ownership interest in a business, we process personal information we receive from identity verification services and other service providers that we must keep to comply with the law, including:

- Your name
- Your phone number
- Your SSN
- Your current or previous addresses
- Your date of birth

*Information processed to integrate third-party products and services with your Account.* When you choose to link your Account with products and services provided by our business partners, we process personal information we receive from them to ensure our products and services work properly together.

*Your bank.* To underwrite, provide you the highest credit limit possible, and determine your eligibility for Jeeves Rewards, we require you to give us information about your business's finances and access to your business's bank account. We use a service provider to process information about your business's bank account. When you link your bank account we process the bank account credentials and all information associated with the bank accounts associated with those credentials, including:

- Unique identifiers associated with your bank
- Account names
- Bank account type
- Transaction history and related information
- Account balances
- Bank routing and account numbers

If you do not link your bank account directly, we process information you provide with copies of your bank statements and other financial information about your business.

To link your bank account with your Account, a secure third-party service provider may use and store your bank account credentials. We do not store your bank account credentials on Jeeves systems.

Account connections. We offer the ability to connect your Account with accounting services (such as QuickBooks Online, Xero, and Netsuite), travel services, and other products and services. We both provide personal information to and receive information from these services on your behalf.

Accounting and expenses services. When you direct us to connect your Account to these services we collect certain information to make those integrations work, including:

- Unique identifiers associated with the third-party connected account
- Information associated with your general ledger account
- General ledger account codes
- Locations
- Classes
- Departments
- Email addresses

The information we collect may differ based on the accounting service and the choices you make relating to that service.

*Financial partners.* We get information from financial service providers such as our issuing bank and our card networks to make our services work. The information we get includes personal information related to your transactions using a virtual or physical Jeeves Card as described above.

*Information processed to conduct fraud monitoring, prevention, and detection.* We process personal information from our business partners, financial service providers, credit reporting agencies, identity verification services, public sources, and other sources to prevent fraud.

*Information processed as a result of a business partnership, referral, or agreement.* We enter into agreements with financial partners and other businesses that provide products and services related to ours, and as a result of these partnerships, Jeeves may receive personal information related to that particular business or partnership. We may process information about:

- You and your relationship with the business partner
- Your email or other contact information
- Your membership or relationship status with the business partner

## **2. How We Use Personal Information**

We process your personal information for the reasons stated specifically in this policy, but we may also process personal information processed about you to:

Operate our business and provide tailored services to you.

- Communicate with you about the products and services by phone, text, email, or chat
- Monitor, prevent, and detect fraud or unauthorized activity
- Secure our systems and products
- Mitigate financial loss, claims, liability, and other harm to our users, Jeeves, our partners, or third parties
- Manage, operate, and improve the performance of our products and services
- Provide you with tailored recommendations

- Identify, fix, and troubleshoot bugs and errors
- Facilitate reporting, analyzing performance, and auditing
- Understand how you use our services so we can make enhancements or improvements
- Facilitate business relationships or comply with contractual obligations
- Comply with our regulatory, legal, and compliance obligations
- Advertise or market services and products to you
- Determine eligibility for, calculate, and provide Jeeves Rewards
- Compare information for accuracy and verify it with other data sources
- If you elect to share information about your geolocation, we will use this information to enhance the security of our products and services and to prevent fraud

Provide you with support.

- Help identify and troubleshoot problems with your account
- Survey your opinions through surveys or questionnaires
- Communicate with you and respond to your specific requests or questions
- Manage and send you notifications, confirmations and important information about your Card and our products and services

*Anonymized and aggregated data.* To better target advertisements, improve, and market our products and services, and for other promotional purposes, we may reasonably transform personal information into de-identified information removing or masking information that could be used to identify you and by aggregating or combining de-identified data with other information.

### **3. How We Share Personal Information**

*Sharing for business purposes only.* Jeeves may provide personal information to other companies to improve our products and services, to operate our business, and to help Jeeves market to potential customers. We may share all of the categories of information listed in this Privacy Policy with other companies:

- To operate Jeeves's products and services or support general operations of Jeeves's business
- To integrate the products and services of our business partners with your Account
- To use cloud services to host our website and store the information we process about you

We may disclose your personal information if it is either required by law or we determine that disclosure is reasonably necessary to enforce our rights, protect our property or operations, or enforce the rights and protect the property or operations of our business partners and customers.

*Making a payment.* We share some personal information about you, such as your name and information about the payment method, with the person or merchant that you are paying.

*Anonymous or aggregated information.* We may share anonymized, de-identified, or aggregated information, or other data that does not directly identify you or your business, with other parties.

*Affiliate sharing.* Jeeves Inc. may share personal information we process about you with other Jeeves companies and our affiliates to provide additional services to you, determine eligibility for new products and offers, and for other legitimate business interests.

*Service providers.* We share your personal information with our service providers who operate and provide services on our behalf. These service providers need access to your personal information to perform information processing, manage or enhance our customer information, tailor services to you and your preferences, and perform other services related to our business.

*Financial and business partners.* We share personal information to facilitate the services we provide to you with our business and financial partners.

*Card issuing and Payment Method partners.* Jeeves partners with financial institutions, including MetaBank, and other banks to issue Cards and provide other Payment Methods to you. Jeeves owns and controls the transaction data and other personal information we share with these partners. We share the personal information you provide with your application for an Account with our partners to comply with our contractual obligations and to facilitate compliance with their and our regulatory obligations.

*Credit reporting agencies.* We share your business information with credit reporting agencies to verify information about your business and to report on your business's performance, which in some cases may contain personal information.

*Card network partners.* Mastercard or Visa separately processes information related to your use of your Cards. For more information on how Mastercard and Visa handle your personal information, please visit [Mastercard's Global Privacy Notice](#) or [Visa's Global Privacy Notice](#), respectively.

*Partnerships and referrals.* We share personal information to facilitate referral partnerships. For example, if you were referred to us through an organization we may provide confirmation to that organization that your business opened an Account with us, and information relating to your Account activity solely for the purpose of calculating any referral fees we owe related to the referral.

*Sharing authorized by you, your Users, Administrators, or authorized representatives.* We continually enhance our products and services by integrating with products and services provided by other companies. For these integrations to work and with your explicit consent, we may need to share your personal information with them. Information we share with these companies will be used and disclosed according to that company's privacy policy. You should review the privacy policy of any company that has access to your personal information related to the integration with your Account.

*Accounting and expenses integrations.* We offer integrations with many popular accounting services (such as QuickBooks Online, Xero, and Netsuite). We share information with those services solely as directed by you, your users, or authorized representatives.

*Corporate transactions.* In the event of a corporate sale, merger, financing, reorganization, dissolution, bankruptcy, or similar event, personal information and data we process from you may become part of the assets we transfer or share in preparation for any such transaction. Any acquirer or successor of Jeeves may continue to process personal information consistent with this Privacy Policy.

Compliance and compelled disclosure. We may share personal information:

- to comply with applicable law, regulation or payment network rules
- to enforce our contractual rights
- to protect the rights, privacy, safety and property of Jeeves, you, our customers, our business partners, or others

- to respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, which may include authorities outside your country of residence.

#### 4. Cookies

We and our service providers use cookies and other tracking mechanisms to track information about your use of our website or mobile app. We may combine this information with other personal information we collect from you (and our service providers may do so on our behalf).

Cookies. Cookies are alphanumeric identifiers that we transfer to your device's hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our website, mobile app, and services, while others are used to enable a faster log-in process or to allow us to track your activities at our website, mobile app, and service. There are two types of cookies: session and persistent cookies.

- Session Cookies. Session cookies exist only during an online session. They disappear from your device when you close your browser or turn off your device. We use session cookies to allow our systems to uniquely identify you during a session or while you are logged into the website, mobile app, or services. This allows us to process your online transactions and requests and verify your identity, after you have logged in, as you move through our website, mobile app, and services.
- Persistent Cookies. Persistent cookies remain on your device after you have closed your browser or turned off your device. We use persistent cookies to track aggregate and statistical information about user activity, and to display advertising both on our website, mobile app, services, and on websites of other entities.

*Disabling Cookies.* Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our website who disable cookies will be able to browse certain areas of the website, but some features may not function.

*Flash Local Storage Objects.* We may use Flash Local Storage Objects ("Flash LSOs") to store your website preferences and to personalize your visit. Flash LSOs are different from browser cookies because of the amount and type of data stored. Typically, you cannot control, delete, or disable the acceptance of Flash LSOs through your web browser. For more information on Flash LSOs, or to learn how to manage your settings for Flash LSOs, go to the Adobe Flash Player Help Page, choose "Global Storage Settings Panel" and follow the instructions. To see the Flash LSOs currently on your computer, choose "Website Storage Settings Panel" and follow the instructions to review and, if you choose, to delete any specific Flash LSO.

*Clear GIFs, pixel tags and other technologies.* Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your device's hard drive, clear GIFs are embedded invisibly on web and application pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our website, mobile app, and services to, among other things, track the activities of visitors and users, help us manage content, and compile statistics about usage. We and our service providers also use clear GIFs in HTML emails, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

*Analytics.* We use automated devices and applications, such as Google Analytics, to evaluate usage of our website, and to the extent permitted, our mobile apps. We also may use other analytic means to evaluate our website and mobile apps. We use these tools to help us improve our website's and mobile apps' performance and user experiences. These entities may use cookies and other tracking technologies, such as web beacons or local storage objects (LSOs), to perform their services. To learn more about Google's privacy practices, please review the Google Privacy Policy at <https://www.google.com/policies/privacy/>. You can also download the Google Analytics Opt-out Browser Add-on to prevent their data from being used by Google Analytics at <https://tools.google.com/dlpage/gaoptout>.

*Do-Not-Track.* Currently, our systems do not recognize browser "do-not-track" requests.

*Ad Networks.* We use network advertisers to serve advertisements on our website and on non-affiliated websites or other media (e.g., social networking platforms). This enables us and these network advertisers to target advertisements to you for products and services in which you might be interested. Ad network providers, advertisers, sponsors and/or traffic measurement services may use cookies, JavaScript, web beacons (including clear GIFs), Flash LSOs and other tracking technologies to measure the effectiveness of their ads and to personalize advertising content to you. These cookies and other technologies are governed by each entity's specific privacy policy, not this one. We may provide these advertisers with information, including personal information, about you. Users may opt out of many ad networks. For example, you may go to the Digital Advertising Alliance ("DAA") [Consumer Choice Page](#) for information about opting out of interest-based advertising and their choices regarding having information used by [DAA companies](#). You may also go to the Network Advertising Initiative ("NAI") [Consumer Opt-Out Page](#) for information about opting out of interest-based advertising and their choices regarding having information used by [NAI members](#).

Opting out from one or more companies listed on the DAA [Consumer Choice Page](#) or the NAI [Consumer Opt-Out Page](#) will opt you out from those companies' delivery of interest-based content or ads to you, but it does not mean you will no longer receive any advertising through our website, mobile apps, services, or on other websites or mobile apps. You may continue to receive advertisements, for example, based on the particular website that you are viewing (i.e., contextually based ads). Also, if your browsers are configured to reject cookies when you opt out on the DAA or NAI websites, your opt out may not be effective. Additional information is available on the DAA's website at [www.aboutads.info](http://www.aboutads.info) or the NAI's website at [www.networkadvertising.org](http://www.networkadvertising.org).

## **5. Where We Store Personal Information**

We may process and store personal information for the purposes described in this Privacy Policy in the United States or any other country in which Jeeves, its subsidiaries, affiliates, or service providers operate. We will store this information while we continue to provide products and services to you, to operate our business, comply with contractual obligations, and for as long as required by law.

## **6. Other Important Information About Your Personal Information**

*Security.* We use organizational, technical, and administrative measures to protect personal information; however, no data security program is entirely secure. Please contact us immediately if you believe that

your personal information or any other confidential information that you have provided to us is no longer secure or has been lost or stolen.

*Use by minors.* If you are under the age of 16, you may not have an Account or use our products or services. We do not knowingly process any information from, or direct any of our products or services to children under the age of 16. Please do not provide us with any personal information related to children under the age of 16.

*Personal information related to Administrators, employees, company owners, and authorized persons.* In some circumstances, we require you to provide us with personal information relating to another person (such as providing us with personal information about the owners of your business during the application process or providing us with personal information about your employees). Do not provide us with any personal information unless you have obtained consent of these persons or you are sure the disclosure of the personal information is otherwise permitted by law. You must inform all other persons whose information you share with us how we process personal information and all other terms of this Privacy Policy.

*Account Users.* Our products and services are intended for use only by businesses, and you may only use an Account, Card, or Payment Method if you are an employee or other authorized representative of a business that has opened an Account. The business's Administrator is responsible for the Account, Cards, and Payment Methods associated with that business. An Administrator can: restrict, suspend, or terminate your access to or ability to use the services, access personal information about you, access or retain information stored with us, and restrict your ability to edit, restrict, modify, or delete information associated with your use of our products and services.

## **7. Your Choices About Your Personal Information**

*Electronic communications.* You may choose not to receive promotional emails from us by following the unsubscribe/opt-out instructions in those emails, but we may still send you non-promotional messages relating to information about our products and services such as updates to our platform agreement, privacy notices, security alerts, and other notices relating to your access to or use of our products and services.

*Deletion or closure of an Account.* You can close your Account at any time per the terms set out in our Platform Agreement. If you are an Account administrator, please contact Customer Experience to close your Account, otherwise please contact your business's administrator to have your access to Jeeves Cards deleted. Closure or deletion of your Account will mean that you permanently lose access to the Account, personal information, and data associated with the Account. Certain personal information or de-identified information associated with your business's Account may nonetheless remain on systems owned or maintained by Jeeves where required to comply with the law or our contractual obligations. Application rejection. To comply with legal and regulatory obligations, we retain certain personal information associated with rejected applications for an Account.

## **8. Changes to This Privacy Policy**

We may make minor updates to this Privacy Policy, and we encourage you to visit this site from time to time to be aware of and review any updates. We will post any changes to this Policy on our Site. If we

make any changes to this Policy that materially affect our practices with regard to the personal information we have previously collected from you, we will endeavor to provide you with notice in advance of such change by highlighting the change on our Site.

## **9. Contacting Us**

If you have concerns, questions, or would just like to better understand our privacy practices at Jeeves, please send an email to [hello@tryjeeves.com](mailto:hello@tryjeeves.com).

## **10. Previous Privacy Policies**