

## AtoB Platform Agreement

*Last Updated: February 5, 2025*

This Platform Agreement is a legal agreement between **Company** and **CElegans Labs, Inc.** (doing business as AtoB) and governs your use of the Services. In this Platform Agreement, “**Company**” or “**you**” means the company or sole proprietor that is applying for or has opened an AtoB Account, and “**AtoB**” or “**we**” means CElegans Labs, Inc. and its affiliates, successors and assigns. References to “**Platform Agreement**” include this agreement and the [Privacy Policy](#), the Financial Partner Terms; the AtoB Partner Terms, and any terms, agreements, and policies referenced in this Platform Agreement, and any applicable Additional Terms. Definitions for capitalized terms are included below in Section 17.

**SECTION 16.3 OF THIS PLATFORM AGREEMENT INCLUDES AN AGREEMENT TO RESOLVE ANY DISPUTES BETWEEN US THROUGH BINDING ARBITRATION AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN ANY CONSOLIDATED OR CLASS ACTIONS AGAINST US, ALONG WITH IMPORTANT DISCLAIMERS AND LIMITATIONS OF LIABILITY. PLEASE READ THIS WAIVER CAREFULLY.**

This Platform Agreement is binding as of the date you submit an application to open an AtoB Account. As set forth in Section 1.8, when you submit your application, you are consenting to receive all Notices and communications from us, our Financial Partners or our AtoB Partners electronically. We may update this Platform Agreement by providing Notice through posting updated versions to our legal page (at [atob.com/platform-agreement](http://atob.com/platform-agreement)) or by other written communication to you. In our sole discretion, we may also give you additional Notice of any changes we believe are material to your use of the Services. Your continued use of the Services will serve as your acceptance of any changes to this Platform Agreement.

You may only apply for and maintain an AtoB Account and use the Services if you agree to this Platform Agreement, so read them and other referenced agreements carefully. Please contact us at [support@atob.com](mailto:support@atob.com) or 844-944-2862 if you don't understand any of these terms or your obligations.

**1. The AtoB Services.** AtoB offers Services that allow corporate customers and their Users to: (a) obtain AtoB Cards, which such AtoB Cards: (i) will be issued by an Issuer through arrangements between AtoB and one or more Issuer Service Provider and (ii) allow Users to conduct Transactions, including the purchase of fuel and other transportation-related products, for Company's business needs; (b) make payouts to Users (“**AtoB Payroll**”); (c) store funds for use to pay bills, fund an AtoB Unlimited Card or pay your Card Balance, and make other payments (“**AtoB Balance Account**”); (d) obtain financing for unpaid but delivered Company invoices to receive faster access to future Company revenues (“**AtoB Factor**”); (e) access AtoB Cost Plus Pricing, and (f) access other enhanced Service features and benefits via subscription (“**AtoB Premium**”).

**1.2. AtoB Account Eligibility.** Only legal entity companies organized and registered in the United States (such as corporations and LLCs) and sole proprietors may apply for an AtoB Account and use the Services; however, if you are a sole proprietor, you will only be eligible to use our AtoB Unlimited Card product and related services. Individual consumers, unincorporated partnerships, and companies organized and registered outside the United States are not permitted to attempt to open or to use an AtoB Account or the Services.

**1.3. Representations of Company.** By submitting an application for an AtoB Account, the natural person submitting the application on behalf of the Company represents and warrants in an individual capacity and, as an Administrator, on behalf of the Company that:

- Company is a business entity (which may be a sole proprietor) that is organized, registered, and located in the United States.
- Company has a valid U.S. Employer Identification Number (EIN) or taxpayer identification number (TIN).. - Company is validly existing and in good standing in its jurisdiction of organization. - Company is not engaged in any Prohibited Activities as defined in Section 1.9.
- As an Administrator, the natural person who is applying for an AtoB Account on Company's behalf is authorized to provide information about Company, submit the application on behalf of Company, enter into binding agreements on behalf of Company (including by binding Company to pay any and all charges incurred), and manage Company's AtoB Account.
- As an Administrator, the natural person who is applying for an AtoB Account on the Company's behalf is at least eighteen (18) years of age, or of the age of majority in the Administrator's local jurisdiction, whichever is older.
- The natural person who is applying for an AtoB Account on Company's behalf is not and is not affiliated with a Prohibited Person.
- All information you provide to us is and will be current, accurate, and complete.
- If you are a sole proprietor, you and your Administrator also affirm that your Administrator is personally responsible and liable for your use of the Services, your obligations under this Platform Agreement, the AtoB Unlimited Card Terms, any amounts you owe us or our Financial Partners.
- Company will use its AtoB Account, and will only link Linked Accounts that are used exclusively for business purposes and not for any individual's personal, family, or household use.
- You have reviewed the terms of this Platform Agreement (including, without limitation, the Company's Transaction-related payment obligations); and you agree that the obligations set forth in this Platform Agreement are legal, valid and binding obligations of the Company, and enforceable against Company in accordance with the terms of this Platform Agreement.

**1.4. Required Company Data.** You must provide Company Data to apply for and maintain an AtoB Account and any Services. Company Data may include registered business name, business address, ownership details, contact information including email and phone number, tax identification number, the nature of the business, financial information, details for the bank account or debit card you link to your AtoB Account or AtoB Balance Account, and other information that we may require or request from time to time prior to or while Company is an AtoB customer. You must also provide the names, contact information, personal addresses, social security numbers, and dates of birth of Administrators, Users, Beneficial Owners, Control Persons, and any other Personal Data that we may request from time to time. We may also require that you provide certain documentary information used to verify corporate registration certificate(s), proof of address, or personal identification, Company Data, and Personal Data. We process Personal Data in accordance with the Privacy Policy, and each of our Financial Partners and Third-Party Service Providers process Personal Data in accordance with their respective privacy policies. You acknowledge, understand, and agree that we will collect, process, and share Company Data and Personal Data to provide the Services in accordance with this Platform Agreement and the Privacy Policy.

To help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires that financial institutions obtain, verify, and record Company Data and Personal Data identifying companies and their Beneficial Owners and Control Persons. You agree to provide the required information to open and maintain

your AtoB Account.

You acknowledge that you have obtained or will obtain appropriate consent and authorization of any natural person whose Personal Data you provide before sharing such data with AtoB and that you will inform them of the manner in which we, our Financial Partners, and our Third-Party Service Providers use their Personal Data in accordance with the Privacy Policy and this Platform Agreement.

**1.5. Verification and Validation of Company Data.** AtoB, its Financial Partners, and AtoB Partners rely on the accuracy of the Company Data and Personal Data you provide when opening and maintaining your AtoB Account. You acknowledge and agree that we may use and provide Company Data and Personal Data to Financial Partners, AtoB Partners, and Third-Party Service Providers to validate the information you have provided and determine your eligibility for the Services, as described in more detail in our Privacy Policy. We may approve or deny your application for an AtoB Account or grant you provisional access to the Services or an AtoB Account while your application is pending additional review. In our sole discretion, we may deny your application, interrupt provision of the Services to you, or suspend or close your AtoB Account where the information you provided is incomplete, inaccurate, or out of date.

#### **1.6. Updates and Notification of Changes to Company Data**

**1.6.1. Updating Company Data.** You will keep Company Data and any Personal Data you or a User provided us current, complete, and accurate in your AtoB Account at all times, whether we provide you with full or provisional access to an AtoB Account. At any time during the term of this Platform Agreement and your use of the Services, we may require additional Company Data (such as copies of government-issued identification, business licenses, or other information related to your business) and Personal Data (such as copies of government-issued personal identification and proof of address) to verify Beneficial Owners or Control Persons, validate information you provided, verify the identity of Administrators or Users, and assess Company's financial condition and business risks.

**1.6.2. Notification of Corporate and Business Changes.** Company must be duly organized and in good standing under the laws of its jurisdiction of organization throughout the term of this Platform Agreement.

You will promptly notify us in writing if any of the following occur:

- The nature of your business changes significantly.
- Your business closes.
- There is any change of Administrators, Beneficial Owners or Control Persons, or other important business information.
- There is any material change in the control or ownership of your business (whether direct or indirect), or you transfer or sell 25% or more of your total assets.
- There is any planned or anticipated liquidation, or voluntary bankruptcy or insolvency proceeding, or you are subject to an involuntary bankruptcy or other insolvency proceeding.
- You are the subject of an inquiry, proceeding, investigation, or enforcement action promulgated by any regulatory authority, grand jury, or prosecutor.
- You are party to a lawsuit or arbitration demand in which claims are asserted that would, if sustained in a legal proceeding or alternative dispute resolution forum, result in a material impact to Company's financial condition or ability to operate.
- You receive a judgment, writ or warrant of attachment or execution, lien, or levy against 25% or more of your total assets.

- You begin engaging in any Prohibited Activities or Restricted Activities.

**1.7. Credit Report Authorization.** By agreeing to the terms of this Platform Agreement, you authorize us and our Financial Partners and/or our Payment Partners to obtain consumer credit reports and other personal background information (“**Consumer Report Data**”) about Administrators, Beneficial Owners, and other Control Persons (each, a “**Consumer Report Subject**”) from consumer reporting agencies and other third-party sources; and you represent and warrant to us that you have obtained prior written consent from each Consumer Report Subject to permit us to obtain such Consumer Report Data for the purposes set forth in this Platform Agreement.

We and our Financial Partners may use Consumer Report Data to help us review your AtoB Account application, underwrite and monitor your AtoB Account, and to decide whether to provide certain other AtoB products and services to you. Upon request from an Administrator, we will inform you if we or our Financial Partners obtained a consumer report from a consumer reporting agency for a Consumer Report Subject, and provide you the name and address of the consumer reporting agency that furnished the report.

We and our Financial Partners may elect to report late payments, missed payments, other defaults, and other credit-related experiences with Company to business credit agencies and such information may appear on your business credit reports and may impact your business credit scores. We and our Financial Partners may also elect to report such information to consumer reporting agencies and such information may appear on the Consumer Report Subject’s consumer credit report and may affect the Consumer Report Subject’s personal credit score.

Unless indicated in an application for a credit product that requires a personal guarantee, authorization by you to obtain the Consumer Report Data of a Consumer Report Subject does not constitute a personal guarantee by any Consumer Report Subject of any of Company’s payment obligations under this Platform Agreement.

You also authorize us and financial third parties who may offer suitable financial products to you to make multiple or recurring “soft inquiries” for Consumer Report Data for any Consumer Report Subject, and to make hard inquiries for Consumer Report Data for a Consumer Report Subject in the event we or our Financial Partners require a personal guarantee of a credit product. Soft inquiries will not impact the credit score of the Consumer Report Subject, but hard inquiries may impact the credit score of the Consumer Report Subject. We may also review previously obtained Consumer Report Data to determine whether to approve an application for a business credit product. You must contact the applicable business or consumer reporting agencies directly if you or a Consumer Report Subject have questions about your commercial or consumer credit report information. If you believe we have furnished inaccurate or incomplete information about your Company or your AtoB Account to a business credit agency or to a consumer credit agency, contact us at [support@atob.com](mailto:support@atob.com) or 844-944-2862 and explain what you believe is inaccurate or incomplete and provide supporting information. If we reported incorrect information, we will notify the relevant business credit agencies or consumer credit agencies and request a correction. To opt-out of allowing AtoB or third parties to conduct soft credit pulls, please contact AtoB Support at [support@atob.com](mailto:support@atob.com) or 844- 944- 2862.

**1.8. Consent to Electronic Signature and Communications.** You agree that submitting your application to us for an AtoB Account and indicating consent to this Platform Agreement constitutes your electronic signature. You also agree that your electronic consent has and will have the same legal effect as a physical signature. You further consent to us providing Notices, AtoB Statements to you electronically, and understand that this consent has the same legal effect as would a physical signature. You may revoke this consent but if you do so, we reserve the right to terminate your access to the Services and to close your AtoB Account.

**1.9. Prohibited and Restricted Activities.** Your AtoB Account and the Services may not be (a) used for any purpose that is unlawful or prohibited by this Platform Agreement, (b) used for any personal, family, or household use, (c) used for any Transaction involving any Prohibited Activities, (d) provided to or used for any Transaction involving an individual, organization, country, or jurisdiction that is blocked or sanctioned by the United States, including those identified on any lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) or the U.S. Department of State, (e) used by third parties unaffiliated with Company, or (f) used for any purpose not related to the business of Company. In our sole discretion, we will not approve, and may terminate AtoB Accounts that we know or believe are engaged in any Prohibited Activities or otherwise do not comply with these restrictions. AtoB may limit Company's use of certain Services or require that you provide additional information to open or maintain your AtoB Account where we suspect Company may be engaged in Restricted Activities. We may update the lists of Prohibited Activities or Restricted Activities at any time and without Notice to you. You agree to pay all Fines assessed against AtoB for your or a User's violation of the restrictions and requirements of this section or any use of the Services in connection with any Prohibited Activities or Restricted Activities.

## **2. Managing and Using Your AtoB Account.**

**2.1. Authorized Users.** You may grant access to your AtoB Account to Administrators, Bookkeepers, and Users (each, an "Authorized User").

**2.1.1. Administrators.** You must specify at least one Administrator to manage your AtoB Account. Administrators must have, and Company represents that any individual designated as an Administrator has, the requisite organizational power and authority to conduct business and manage Company's AtoB Account and its use of the Services. In the event that an individual designated as an Administrator no longer has such requisite organizational power and authority, Company must notify us promptly and designate another Administrator for the AtoB Account. Administrators may add, remove, or manage additional Administrators and Users; add, remove, or manage additional Services; view Transactions; view and run reports and download AtoB Statements; provide or update Company Data or User Data; connect Linked Accounts to your AtoB Account; consent to any new or updated Platform Agreement terms (if such consent is requested or required), or perform other tasks on Company's behalf. Administrators must not authorize the use of Company's AtoB Account or the Services by any Prohibited Person or for any Prohibited Activities. Administrators must monitor Company's AtoB Account activity and AtoB Statements.

**2.1.2. Bookkeepers.** You may authorize individuals to have read-only "bookkeeper access" to certain information about Company's use of the Services on Company's AtoB Account. For example, these individuals may view and run reports and download AtoB Statements.

**2.1.3. Users.** Your employees and independent contractor drivers may use Company's AtoB Account, to use the Services only for valid, lawful, bona fide business purposes on Company's behalf. Users may not use the Services for personal, family, or household purposes. Users must accept and comply with the User Terms, the relevant Cardholder Agreement, AtoB Partner Terms, and other terms applicable to a User's use of the Services.

**2.2. Responsibility for Use.** Company is solely responsible and liable to AtoB for:

- All losses, costs, expenses, Fines or other charges imposed on or incurred by Company related to, resulting from, or arising out of: (a) any breach or violation by an Authorized User of this Platform Agreement or the conduct of its Authorized Users in connection with the Services; or (B) any actions or failure to act on the part of

Authorized Users to access or monitor Company's AtoB Account;

- Ensuring that Users are aware of and agree to abide by the terms of this Platform Agreement, the Cardholder Agreement, the User Terms, the Financial Partner Terms, the AtoB Partner Terms, and all applicable laws and Card Network rules in connection with their use of the AtoB Cards and the Services;
- Obtaining appropriate consent and authorization to provide Users' Personal Data, and ensuring that Users are aware of and have reviewed the Privacy Policy and understand how we process their Personal Data; and
- Ensuring that Users use the Services only for valid, lawful business purposes of the Company and not for any personal, family, or household use.

### **2.3. AtoB Account Access.**

**2.3.1. Safeguards and Credentials.** You will keep your AtoB Account secure. You agree to only provide access to Authorized Users. You will take all reasonable steps to safeguard the privacy, confidentiality, and security of AtoB Account Credentials. You will closely and regularly monitor the activities of Authorized Users who access the Services, and you will use all reasonable means to protect AtoB Cards, the AtoB Driver App Account, mobile devices, web browsers, and anything else used to access or utilize the Services.

You will ensure that each Authorized User has their own unique set of Credentials, keeps those Credentials secure, does not share those Credentials with any other person or third party, and does not reuse Credentials for other services.

You will not allow any unauthorized person to use the Services. You will immediately disable Authorized User access to the Services or limit permissions where you know or suspect your AtoB Account has been compromised or may be misused or where you know or believe an Authorized User's Credentials are compromised or lost; and you will promptly notify us via email or telephone of any unauthorized access or use of your AtoB Account or the Services.

**2.3.2. Security Procedures.** You are responsible for assessing the security requirements of your business and selecting and implementing Security Procedures appropriate to mitigate your exposure to potential security incidents. This responsibility includes selecting appropriate administrative, procedural, and technical controls that are appropriate to protect Company's AtoB Account, AtoB Card Account, and AtoB Balance Account.

AtoB may provide or suggest that you implement certain Security Procedures in connection with your use of the Services. You understand that your responsibility for the security of your business is not diminished by any Security Procedures that we provide or suggest. You agree to review all of the Security Procedures we suggest and choose those that are appropriate to protect the Company against unauthorized Transactions. If you believe that the Security Procedures we suggest are insufficient for Company, then it is your sole responsibility to independently implement additional controls that meet Company's needs.

We may update the Security Procedures at any time, and your continued use of the Services constitutes your agreement to the updated Security Procedures. You agree to review the Security Procedures regularly and contact us with any questions about the Security Procedures.

By using the Services, you represent that you have reviewed the Security Procedures and those that you have chosen are commercially reasonable for you to protect against unauthorized Transactions. You assume all

liability arising from disabling, opting out of, or failing to properly use Security Procedures made available to you or implemented at your discretion.

**2.4. Linked Accounts.** You must connect at least one Linked Account when you create your AtoB Account, and maintain at least one Linked Account at all times. The Linked Account must be a business account and you may not link a personal checking or savings account to your AtoB Account. You authorize us to verify that the Linked Account details you provided for your Linked Account(s) are correct and that we may attempt to verify your ownership of the Linked Account(s) by making a micro-deposit to and corresponding debit from the Linked Account via ACH or by other similar means. If you link more than one Linked Account, you must indicate which Linked Account you would like to use to make payments to us, to our Financial Partners or to our AtoB Payment Partners in connection with your use of the Services (your “**Primary Linked Account**”). You can change your Primary Linked Account at any time provided that you maintain at least one Linked Account at all times. You may delete your Primary Linked Account and add a new Primary Linked Account, but it may take up to 15 business days prior for the change to take effect.

### **3. AtoB Cards.**

**3.1. Transactions and Activities.** When a User uses an AtoB Card to pay for Transactions: (a) the Issuer, AtoB, or an applicable AtoB Payment Partner will fund and pay such Transactions to the relevant merchant, and (b) you will immediately become obligated, and you hereby promise, to pay Issuer, AtoB, or an applicable AtoB Payment Partner for such payments to merchants in an amount equal to the amounts charged to such AtoB Card in connection with such Transactions according to the terms set forth in the Cardholder Agreement applicable to your AtoB Card. To pay your AtoB Card Balance or any other amounts you owe to the Issuer, AtoB, or an applicable AtoB Payment Partner, you hereby authorize AtoB to debit your Primary Linked Account via ACH or to debit your AtoB Balance Account as set forth in Section 3.4 or, if your Primary Linked Account is a debit card associated with your Primary Linked Account, to charge the debit card for any amount up to the aggregate amount of your payment obligations. You also authorize us to automatically charge any additional Linked Accounts provided by you to us if your Primary Linked Account or AtoB Balance Account contain insufficient funds to pay any amount you owe. You also authorize us to charge or debit your Linked Accounts or your AtoB Balance Account for any fees or service charges that you incur during your use of the Services when and as such fees or charges become due and owing. With regard to the Financial Partner Terms, AtoB is a third-party beneficiary of its Financial Partners’ and Issuer’s rights under the Financial Partner Terms and AtoB is not a creditor to you.

Users can use AtoB Cards and the AtoB Balance Account for Transactions up to the maximum amount stated in your AtoB Card Account or your AtoB Balance Account in the AtoB Dashboard (the “**Transaction Limit**”). If you use an AtoB Flex Card, the Transaction Limit may change at any time and for any reason without Notice to you or a User. If you use an AtoB Unlimited Card, the Transaction Limit is the amount of funds available in your AtoB Balance Account; however, we may change the Transaction Limit at any time in our sole discretion without Notice to you. The ability to use an AtoB Unlimited Card is contingent upon maintaining sufficient funds in your AtoB Balance Account by using one or more of your Linked Accounts, and your ability to use an AtoB Flex Card is contingent upon timely payment of your AtoB Flex Card balance, both as set forth below in Section 3.3.

Though we may provide Security Procedures, we cannot guarantee that you will not become a victim of fraud. You are solely responsible for all Transactions using an AtoB Card or your AtoB Balance Account initiated through the Services using Credentials and for all Transactions initiated in your name that are authenticated using the

Security Procedures you choose.

You will be bound by, and are solely liable for any Transaction (including any transfer, instruction, or payment order we receive related to the Services), even if it was not authorized by you, if the Transaction is initiated under your Credentials or processed in accordance with your instructions.

You will contact us at support@atob.com or 844-944-2862 if you believe a Transaction was unauthorized or fraudulent, or if you believe a Charge was made in error. You must report any Disputed Charges to AtoB within 110 days (or any longer period law prescribes) after the relevant Transaction posts to your AtoB Card Account by contacting AtoB. Notices for Disputed Charges must specify the Company, Cardholder, details about the Transaction, and explain why you believe the Disputed Charge was made in error or was unauthorized. AtoB will provide the information you submit to its Financial Partners, who will investigate the Transaction according to applicable law. If AtoB and its Financial Partners determine that a Disputed Charge is valid, AtoB will Notify you. If it is deemed that the Disputed Charge was unauthorized or was erroneous, you will be credited the amount of the applicable Card Transaction back to your AtoB Card Account. If the amount of any Disputed Charge is fully or partially credited to your AtoB Card Account, you agree to transfer and assign all rights and claims (excluding tort claims) that you may have against the merchant for the Disputed Charge to AtoB.

We may help you resolve Disputed Charges and erroneous Transactions, but you acknowledge and understand that you are responsible for any financial loss caused by an Authorized User given access to the Services, your AtoB Card Account, or your AtoB Balance Account by you, or by any person given access to your AtoB Card Account, your AtoB Balance Account or the Services by an Authorized User, and any financial loss due to compromised Credentials or due to any unauthorized use or modification of your AtoB Card Account, your AtoB Balance Account or the Services. AtoB is not liable or responsible to you, and you waive any right to bring a claim against us for any such losses.

We may suspend access to your AtoB Account, your AtoB Card Account, your AtoB Balance Account, or the Services at any time and for any reason, in our sole and absolute discretion, without prior Notice. Some of the reasons we may suspend access include: if we believe your AtoB Account, AtoB Card Account, or AtoB Balance Account has been compromised; if we believe that not doing so may pose a risk to you, AtoB, our Financial Partners, AtoB Payment Partners, or any third parties; if Company Data, User Data, or Personal Data is incomplete, inaccurate, or out-of-date; if we believe you have violated the terms of this Platform Agreement or applicable law; or if we are required to do so by a Financial Partner, and AtoB Payment Partner or by applicable law.

**Your AtoB Card Account and your AtoB Balance Account are commercial in nature, and you acknowledge and understand that consumer protection laws (including the Electronic Fund Transfer Act or Regulation E) and consumer-specific rules (including NACHA rules specific to consumers) do not apply to Transactions on your AtoB Cards or your AtoB Balance Account, an authorization by you to debit or charge a Linked Account, or to debit our AtoB Balance Account as set forth in Section 3.4, or your use of the Services.**

**3.2. AtoB Card Fees and Disclosures.** We may assess periodic fees, usage fees, service fees, and other Fees applicable to certain Transactions or your use of an AtoB Card or AtoB Balance Account in connection with an AtoB Card. We may also assess Fees for late or failed payments, or misuse of your AtoB Account, AtoB Card

Account, AtoB Balance Account, or use of any aspect of the Services. You can find an overview of the applicable Fees and their associated terms in [the AtoB Fee Schedule](#) (the “**AtoB Fee Schedule**”), which shall be provided to you in a separate email once you set up your AtoB Account. The terms of the AtoB Fee Schedule are hereby incorporated into the AtoB Platform Agreement by reference. Additionally, terms related to AtoB Premium can be found in Section 7.

We will disclose Fees to you by sending you a link to the AtoB Fee Schedule when opening your AtoB Account, AtoB Card Account, AtoB Balance Account or otherwise prior to our imposition of Fees. Should the Fees communicated to you in your Account approval email vary from the ones listed in the AtoB Fee Schedule linked in this Platform Agreement, the Fees communicated to you in your Account approval email take precedence. AtoB reserves the right from time to time to update, add, or change Fees upon Notice to you. If we choose, in our sole discretion, to waive any Fee, we do not waive our right to impose that same fee in the future. Any accrued or incurred Fees will be reflected on your AtoB Account Statements and included in the amounts you owe AtoB.

You acknowledge and agree that we are not obligated to determine whether any federal, state or local tax applies to any Transaction involving the use of the Services, nor are we responsible for collecting, remitting, or reporting any sales, use, income, or other taxes arising from any such Transactions.

**3.3. Paying your Card Balance.** When Users use the Services and conduct Transactions using an AtoB Card in accordance with the terms of this Platform Agreement, AtoB will request the relevant Financial Partners , or an applicable AtoB Payment Partner (in accordance with arrangements among us, one or more of our Financial Partners , and the applicable AtoB Payment Partner) to authorize those Transactions, and for the Financial Partner AtoB, or an applicable AtoB Payment Partner to pay the related merchants. If there are insufficient funds in your Primary Linked Account or your AtoB Balance Account to pay your Card Balance, or if a payment we initiate from your Primary Linked Account or AtoB Balance Account fails, you authorize us to immediately initiate a payment at any time for any amount up to the total amount of your Card Balance from another Linked Account provided by you. Your AtoB Flex Card Balance is due on the dates indicated in your AtoB Account. Your AtoB Unlimited Card Balance is due each calendar day. You may change your Primary Linked Account at any time through the AtoB Dashboard, but it may take up to 15 business days for the change to take effect.

**3.4. Authorization to Initiate an ACH Debit from or to Charge a Linked Account or to debit from your AtoB Balance Account.** If your Primary Linked Account is a checking or savings account or you elect to pay your Card Balance from your AtoB Balance Account, you hereby authorize us and our successors and assigns to debit the Primary Linked Account or AtoB Balance Account via ACH or via book transfer to pay amounts you owe. If there are insufficient funds in your Primary Linked Account or your AtoB Balance Account to pay your Card Balance or any other amount you owe us, and you have provided another checking or savings account as a Secondary Linked Account, you authorize us to alternatively charge or initiate an ACH debit for any amount up to the total amount owed, from such Secondary Linked Account. If you have elected to pay your Card Balance from your AtoB Balance Account, and there are insufficient funds in your AtoB Balance Account, you authorize us to charge or initiate an ACH debit from your Primary Linked Account or another Linked Account you provided us for any amount up to the total amount owed to pay the amounts you owe. AtoB, in its sole discretion, may choose to delay when it initiates the ACH debit from or charge to the Linked Account or from your AtoB Balance Account. If an ACH debit from, or charge to a Linked Account fails for any reason, you authorize us, our successors and assigns, to reattempt the ACH debit or charge until it is successful, or to debit any other Linked Account that is a checking or savings account for any amount up to the total amount owed until your entire Card Balance has been paid.

**3.5. Failure to Pay; Collections.** If we are unable to charge your Linked Account(s) or your AtoB Balance Account for the full amount of your Card Balance or any other amounts you owe us for any reason on the date such amounts are due, we may charge you a late Fee in the amount indicated in your AtoB Card Account or AtoB Account, which such late Fee will be added to your Card Balance. Your AtoB Unlimited Card Balance is due each day. In addition, we reserve the right to suspend or terminate your use of the Services until you pay your Card Balance in full. If you fail to pay your Card Balance and wish to reinstate access, please contact us immediately at [support@atob.com](mailto:support@atob.com) or 844-944-2862 to arrange to make all outstanding payments by other means, or mail payment to:

CELegans Labs, Inc. d/b/a "AtoB"

Four Embarcadero Center, Suite #1400 San Francisco, CA,  
94131

Our failure to collect payment from you using a Linked Account or your AtoB Balance Account does not extinguish our right to collect payment from you by any other means, including by referring your AtoB Card Account to a collections agency.

**3.6 Disputing Charges; Reporting Errors.** If you have a dispute with the merchant or seller of a product or service that is the subject of a Charge (a "Disputed Charge"), you should contact the merchant or seller of the product or service to resolve the dispute. If a Disputed Charge is not appropriately addressed with the merchant or seller, then you may submit a chargeback of the Disputed Charge by contacting us at [support@atob.com](mailto:support@atob.com) or 844-944-2862. You acknowledge that AtoB is subject to the Card Network rules with respect to chargebacks and may not be able to successfully charge back the Disputed Charge. If you believe a Transaction was unauthorized, or if you believe your Account Statement contains any errors, you should contact AtoB immediately. You must report any Disputed Charge or Transaction error no more than 60 days after the Disputed Charge or Transaction error posted to your account. Notices for Disputed Charges must specify your details, details about the Authorized User, details about the Disputed Charge and Card Transaction, and an explanation of your belief that the Disputed Charge was made in error or was unauthorized. AtoB will review the information submitted in a commercially reasonable manner. To avoid late fees and sustained reduction to Available Spend, you should pay the Disputed Charge while AtoB determines the validity of the dispute, unless we have notified you in writing that a provisional credit has been issued. If the dispute is deemed valid, we will credit the Disputed Charge amount back to your account. You hereby assign and transfer to Issuer any rights and claims, excluding tort claims, that Accountholder may have against any merchant for any Disputed Charge fully or partially credited to Accountholder's AtoB Card Account.

**3.7 Cancellation Procedures.** You may cancel your AtoB Account at your sole discretion. To cancel AtoB you must notify us by contacting us at [support@atob.com](mailto:support@atob.com) or 844-944-2862. Upon cancellation, any outstanding balance on your AtoB Account will be immediately due and payable by you.

**4. AtoB Balance Account.** You are eligible to apply for an AtoB Balance Account through the AtoB Dashboard. If your application is approved and you open an AtoB Balance Account, you must agree to the [AtoB Financial Account Terms](#) that govern the use of your AtoB Balance Account. AtoB is not a bank and does not provide your AtoB Balance Account. You can use your AtoB Balance Account to (a) pay your Card Balance; (b) make payments to your Users using AtoB Payroll; (c) pay bills; and (d) pay any other amounts you owe us, a Financial Partner, an AtoB Payment Partner or any Third-Party Service Provider for the use of the Services. You may also receive

payments from third parties into your AtoB Balance Account, such as Factor Partners in connection with an AtoB Factor financing. Your AtoB Balance Account is not a bank account and may only be used as set forth in this Agreement, or as otherwise permitted by AtoB or the applicable Financial Partner.

**5. AtoB Payroll.** You may use the Services to enroll your eligible W-2 employees and 1099 independent contractors in AtoB Payroll to receive payroll direct deposits or 1099 payments; and pay any applicable payroll or other taxes; and, if required, withhold wage payments to comply with local, state, and federal laws. You understand and agree that: (a) we and our Financial Partners will rely on the information you and your representatives provide us to make AtoB Payroll available to you and your Users; (b) we are not responsible or liable to you or to your enrolled Users for any errors that occur as a result of errors in the information you provide us; (c) we are not acting in a fiduciary capacity for you or your enrolled Users; (d) using AtoB Payroll does not relieve you of your obligations under local, state, or federal laws or regulations to retain records relating to your use of AtoB Payroll; and (e) any information that we provide you in connection with AtoB Payroll is for informational purposes only and does not constitute legal, tax, or accounting advice from us to you. Prior to using AtoB Payroll, and as of each AtoB Payroll processing date (“**Payroll Date**”) you must: (i) have an AtoB Account in good standing and link at least one Linked Account to your AtoB Account; (ii) be current on any amounts you owe in connection with your Card Balance, or your AtoB Account; (iii) obtain and maintain an AtoB Direct Deposit Authorization from each employee User to receive AtoB Payroll direct deposit transfers; and (iv) provide any required federal, state, and local powers of attorney, proof of federal, state, and local tax identification numbers, and any other authorizations or information we require through your AtoB Account (the “**Payroll Requirements**”). We may be unable to make payments on the Payroll Date if you fail to meet the Payroll Requirements. Your Payroll Date for 1099 independent contractor Users may vary from your AtoB Payroll W-2 employee User payment dates, but all terms of this Section 5 will apply to such payments.

**5.1. Payroll Data.** To initiate AtoB Payroll payments, you must submit, as applicable, User information, wage amounts, employee User tax and other withholding amounts, employee benefits, and all other required information (“**Payroll Data**”) prior to the Payroll Date cut-off times set forth in your AtoB Account. Each time you submit Payroll Data through your AtoB Account and initiate AtoB Payroll payments, you acknowledge and agree that (a) it is your sole responsibility to review the Payroll Data, (b) the Payroll Data you have submitted is accurate and complete, (c) you will immediately notify us of any incorrect or incomplete information, (d) we are not responsible for any penalties or losses you or your Users incur as a result of any incomplete or inaccurate Payroll Data you submit to us, and you waive any claim against us for such penalties or losses, (e) you may incur additional charges or fees that we or your Users may incur that result from correction of inaccurate or incomplete Payroll Data, and (f) we may refuse to act on Payroll Data or instructions you provide us in our sole discretion.

**5.2. Debit and Credit Authorizations.** To use AtoB Payroll, you must maintain at least one Linked Account, and maintain an AtoB Balance Account. On or prior to each Payroll Date, you authorize us to debit your AtoB Balance Account, or your Linked Account(s) in the event you do not have sufficient funds in your AtoB Balance Account in the amount necessary to fund AtoB Payroll direct deposit payments, pay employee payroll taxes, or pay any other amounts you have instructed us to pay (collectively, the “**Payroll Amount**”). You also authorize us to initiate credit entries to your AtoB Balance Account or your Linked Account(s) if we are required to return unpaid funds to you. These authorizations will remain in full force and effect until we receive written notice from you withdrawing such authorizations in such time and such manner as to afford us a reasonable opportunity to act upon such notice. You acknowledge that our origination of debit transactions from your AtoB Balance Account

or Linked Account(s) and the transmission of payments to a User's bank account or debit card must comply with applicable laws, rules, and regulations, including the NACHA rules and Article 4A of the Uniform Commercial Code, as adopted in California and as may be amended from time to time. You agree to maintain a balance in your AtoB Balance Account and Linked Account(s) sufficient to fund the Payroll Amount on each Payroll Date. If you have insufficient funds in your AtoB Balance or Linked Account(s), or if you refuse to pay the Payroll Amount: we will not be (a) able to pay your Users or any of the third parties to whom you have requested that we make payments, (b) liable for any losses that you or anyone else incurs that results from such failure or refusal to pay, and (c) responsible for submitting any tax liabilities you may owe to state or federal authorities yourself. Your obligation to maintain sufficient funds in your AtoB Balance or Linked Account(s) to pay the Payroll Amount will survive termination of your AtoB Account, and we and our Financial Partners may set off any amounts you owe us against any amounts we owe you to obtain payment of the Payroll Amount, and against any deposits made to your AtoB Balance Account.

**5.3. Taxes and Our Liability to You.** It is your responsibility to provide us with accurate and complete tax withholding information, and we may choose not to submit tax payments to the relevant tax authorities on your behalf if (a) we provide Notice to you 30 days prior to the Payroll Date stating that we will not submit tax payments or (b) you do not provide us with the required information prior to the Payroll Date. If we fail to make timely payroll tax payments to the appropriate tax authorities in accordance with your instructions, we will: (a) remit the payroll taxes we debited from your AtoB Balance Account or Linked Account(s) to the appropriate tax authority; and (b) reimburse you for any penalties imposed on you by the tax authorities that resulted from such failure; provided that you agree to make reasonable efforts to mitigate any penalties or losses that resulted from our failure to pay. You further agree that (A) the remedies set forth in Sections 4.3(a) and 4.3(b) are your sole remedy for any other losses or penalties you incur, whether directly or indirectly, as a result of such failures; and (B) the tax authorities will hold you solely responsible for timely payment of your Employees' employment taxes. Accordingly, you should enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System ("EFTPS"), to monitor your IRS account and ensure that you are making timely tax payments. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or by calling (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments, and you should contact the appropriate state offices directly for details.

**5.4. AtoB Payroll Termination.** If you or we terminate your use of AtoB Payroll or terminate your AtoB Account in accordance with Section 11, then such termination may not be reversible, and as of the time of such termination we will have no further obligation to make additional payroll tax filings on your behalf. Notwithstanding the foregoing, upon termination of your use of AtoB Payroll, you must make specific elections regarding whether you would like us to make any final payroll tax filings on your behalf. If you do not make any elections promptly following termination, then (a) you authorize us to make any such elections on your behalf, and (b) you acknowledge and agree that we may rely on any elections you make or that we make on your behalf, and we are not responsible or liable for any errors or losses that directly or indirectly result from such reliance.

**6. AtoB Factor.** You may be eligible to receive early payment of your unpaid but delivered shipper or broker invoices with one or more of our AtoB Factor partners ("**Factor Partners**") through the AtoB Dashboard. To be eligible to enter into an agreement with a Factor Partner, you must have and maintain an AtoB Balance Account in good standing. The terms and conditions governing the invoice factoring arrangement are set forth in the applicable AtoB Factor Partner Terms. We are not a party to any AtoB Partner Terms and we have no control over whether your AtoB Factor application will be approved. You acknowledge and agree that AtoB Factor advances

are not loans, and that AtoB is not a loan broker in connection with introducing you to a Factor Partner. To apply for an AtoB Factor advance, you authorize us to share Company Data with our Factor Partners, including your AtoB Account information, your Card Balance and AtoB Statement data, your Linked Account and AtoB Balance Account data, the invoices you would like to finance, and other Company Data required by our Factor Partners. After approval of your AtoB Factor application, the Factor Partner will transfer the funds to your AtoB Balance Account. By agreeing to the terms of this Platform Agreement and the Factor Partner Terms you expressly consent to the deposit of such funds exclusively into your AtoB Balance Account. You may withdraw funds from your AtoB Balance Account to one or more of your Linked Accounts in accordance with the fees and terms set forth in your AtoB Dashboard and the relevant Financial Partner Terms.s, or you may leave the funds in your AtoB Balance Account to make future payments. If you believe the amount that was deposited into your AtoB Balance Account was erroneous, please contact your Factor Partner. AtoB may earn a fee from the Factor Partner in connection with each the AtoB Factor advance pursuant to the relevant AtoB Factor Partner Terms; however, we are not responsible for any disputes you may have with your Factor Partner, and we are not liable to your Factor Partner for any amounts you may owe to them. Depending on the relevant AtoB Factor Partner Terms, the Factor Partner may have a right of recourse against you to collect unpaid amounts in the event the Factor Partner does not receive payment for the factored invoices, and such recourse may include the Factor Partner's right to debit unpaid amounts from a Linked Account or your AtoB Balance Account. We are not liable to you for any losses you suffer that result from your or a Factor Partner's breach of the relevant AtoB Factor Partner Terms, or from a Factor Partner's attempt to collect amounts you owe.

## **7. AtoB Premium; AtoB Perks, and AtoB Driver App.**

**7.1. AtoB Premium.** Certain additional features and benefits of the Services may be made available to you by us through your AtoB Account on a subscription fee basis. If you choose to subscribe to AtoB Premium, you agree to the pricing and payment terms applicable to AtoB Premium, as outlined in the [AtoB Fee Schedule](#) (the "**AtoB Fee Schedule**"), which such terms are incorporated into this Platform Agreement by reference. A list of features and amenities included in AtoB Premium is also available in the AtoB Fee Schedule.

**7.1.1 Changes to AtoB Premium.** We may add new features or benefits to certain AtoB Premium for additional fees and charges, and may add or amend fees and charges for existing features and benefits at any time, in our sole discretion; except that if we have offered AtoB Premium for a specific duration and subscription fee for your use of AtoB Premium, we agree that the subscription fee will remain in force for that duration. Any change to the AtoB Premium terms will become effective in the billing cycle following Notice of such change to you as provided in this Platform Agreement.

**7.1.2. Automatic Renewals.** AtoB Premium is available on an automatically renewing subscription basis. For the most current information about the features, benefits and subscription fees ("**AtoB Premium Fees**") applicable to AtoB Premium, please visit the AtoB Fee Schedule. YOUR ATOB PREMIUM SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION TERM IDENTIFIED AT THE TIME YOU SUBSCRIBED TO ATOB PREMIUM FOR SUBSEQUENT TERMS EQUAL IN LENGTH TO THE INITIAL ATOB PREMIUM SUBSCRIPTION TERM (EACH SUCH PERIOD, AN "**ATOB PREMIUM TERM**") UNLESS AND UNTIL YOU CANCEL THE APPLICABLE ATOB PREMIUM SUBSCRIPTION IN ACCORDANCE WITH THE CANCELLATION PROCEDURES IDENTIFIED IN SECTION 7.5 BELOW. IF YOU ARE SIGNED UP TO A FREE TRIAL OF ATOB PREMIUM, YOUR SUBSCRIPTION (AND THE FIRST ATOB PREMIUM TERM) WILL BEGIN UPON THE EXPIRATION OF SUCH FREE TRIAL.

**Automatic Billing and Policies.** When you subscribe to AtoB Premium, you expressly acknowledge and agree that: (a) we are authorized to charge you, at the end of each AtoB Premium Term, the AtoB Premium Fee for the applicable, any applicable taxes, and any other charges you may incur in connection with your purchase and use of AtoB Premium, subject to adjustment in accordance with the terms and conditions of this Platform Agreement, for as long as your AtoB Premium subscription continues; and (b) your AtoB Premium subscription is continuous until the earlier of (i) your cancellation of such AtoB Premium subscription (including any Notice period specified in Section 7.5 and (ii) the suspension, discontinuation, or termination of your access to such AtoB Premium subscription or to the Service in accordance with this Platform Agreement and the linked AtoB Fee Schedule. You acknowledge and agree that the amount billed may vary due to promotional offers, changes in the AtoB Premium Fees in accordance with the AtoB Fee Schedule, or changes in applicable taxes, and you authorize us to charge your Linked Account(s) or your AtoB Balance Account for the changed AtoB Premium Fee amounts.

**7.1.3. Cancellation Procedures; Refunds.** You may cancel your AtoB Premium subscription at your sole discretion. To cancel AtoB Premium, you must notify us by 11:59 pm Pacific Time on the day before the start of the next AtoB Premium Term by contacting us at [support@atob.com](mailto:support@atob.com) or 844-944-2862. If a cancellation Notice is received after 11:59 pm Pacific Time of the day before the start of the next AtoB Premium Term, you will be charged and will continue to have access to AtoB Premium through the end of the then-current AtoB Premium Term.

We may grant you a refund if you cancel your AtoB Premium subscription no later than 30 days after the start of your first AtoB Premium Term. SUBJECT TO THE FOREGOING SENTENCE, YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT: (A) WE SUSPEND OR TERMINATE YOUR ATOB PREMIUM SUBSCRIPTION, YOUR ATOB ACCOUNT, OR THIS PLATFORM AGREEMENT, OR (B) YOU CANCEL YOUR ATOB PREMIUM SUBSCRIPTION, YOU WILL RECEIVE NO REFUND FOR SUCH SUSPENSION, TERMINATION, OR CANCELLATION, NOR FOR ANY UNUSED TIME ON YOUR ATOB PREMIUM PLAN, ANY PRE-PAYMENTS MADE IN CONNECTION WITH YOUR ATOB PREMIUM SUBSCRIPTION, ANY FEES FOR ANY OTHER PORTION OF THE SERVICES, OR ANYTHING ELSE.

**7.1.4. AtoB Premium Payments; Taxes.** You agree to pay the AtoB Premium Fees when due by permitting us to charge your Linked Account(s), your AtoB Balance Account or other payment method at the prices in effect when such fees are incurred as determined by the AtoB Premium Terms. We cannot control any fees that may be charged to you by the financial institution that provides your Linked Account(s) or other payment method in connection with the collection of AtoB Premium Fees, and we disclaim any and all charges you must pay, and for any losses you incur that result from overdrafts to your Linked Account(s) or other payment method. Except as otherwise provided in Section 7.1., AtoB Premium Fees are non-refundable. If you believe you have been improperly charged and would like to request a refund, please contact us at [support@atob.com](mailto:support@atob.com) or 844-944-2862. You will pay all applicable taxes, if any, relating to AtoB Premium Fee payments.

**7.1.5. AtoB Premium Free Trials.** We may, at our sole option and in our sole discretion, offer free trials to a particular portion of the AtoB Premium Plans, subject to the terms of the offer. If you are signed up to a free trial of an AtoB Premium Plan, we will automatically bill your Linked Account(s), AtoB Balance Account or other payment method on the last day of your first AtoB Premium Term after the free trial period expires, and on each recurring billing date thereafter, subject to terms of this Section 7.1. If you wish to avoid charges to your Linked Account(s), AtoB Balance Account or other payment method you use, you must cancel your free trial by 11:59pm Pacific Time on the last day of your free trial period. If you cancel your free trial, cancellation may be effective immediately. You acknowledge and agree that any offers for AtoB Premium are subject to change at any time and from time to time.

**7.2. AtoB Perks.** In addition to any AtoB Premium features and benefits, we and our AtoB Perks Partners may make fuel purchase discounts, cash-back rewards, fleet service discounts, promotions, and other benefits or rewards available to you. We and our AtoB Perks Partners reserve the right to change the AtoB Perks Partner Terms or terminate or temporarily suspend any AtoB Perks Program at any time and for any reason with or without Notice to you. These changes may prevent you from earning or using AtoB Perks, decrease AtoB Perks value, or cause you to lose AtoB Perks. You must have an AtoB Account in good standing to be eligible for AtoB Perks, and you must agree to any AtoB Perks Partner Terms that may apply to specific AtoB Perks, which such terms will be made available to you through your AtoB Account. If you or we terminate your AtoB Account, you will no longer be eligible for AtoB Perks, and AtoB Perks you have earned or for which you were previously eligible will be forfeited. AtoB Perks cannot be assigned, transferred or pledged, and have no cash value. You have no property rights or any other legal interest in any AtoB Perks. AtoB is not the provider of any AtoB Perks and we make no warranties about, and we do not guarantee the quality or suitability of any goods or services you may receive in connection with an AtoB Perk. We are not liable to you for any disputes between you and any AtoB Perks Partner regarding any goods or services provided to you in connection with an AtoB Perk. You are solely responsible for determining any tax liability arising from participation in any AtoB Perks Program. Consult a tax advisor concerning tax consequences. We and our AtoB Perks Partners reserve the right to immediately suspend or disqualify Company from participation in an AtoB Perks Program and invalidate all AtoB Perks if you violate the terms of the Platform Agreement, engage in fraud or suspected fraud or someone associated with your AtoB Account does so, misuse or attempt to game an AtoB Perks Program, or take any similar actions. Other restrictions and requirements may apply, as further set forth in the AtoB Perks Partner Terms.

**7.3. AtoB Driver App.** The AtoB Driver App allows you to assign AtoB Cards to Drivers, send funds to a Driver's debit card using AtoB Payroll, and allow Drivers to find and receive exclusive, personalized discounts on fuel purchase and other AtoB Perks. If you may make the AtoB Driver App available to eligible Drivers through your AtoB Account, you are responsible for ensuring that each Driver agrees to and complies with the AtoB Driver App Terms and this Platform Agreement. You are solely liable for any losses you, AtoB, a Financial Partner, a Third-Party Service Provider, or any other third party incurs that result from your or your Drivers' use of the AtoB Driver App. We provide the features of the AtoB Driver App for your and your Drivers' convenience only, and we cannot guarantee the availability of the AtoB Driver App or any of its features at any time.

**8. Notices and Communication.** We will provide Notices regarding certain activity and alerts electronically through your AtoB Account, email, push notification, or via text or SMS to the contact information provided to us by Administrators and Users.

Notices regarding payments, legal terms, and any other important Notices related to your Company's AtoB Account will be sent to certain Administrators through your AtoB Account or email and are considered received 24 hours after they are sent. You understand that to use the Services you consent to receive Notices, including SMS or text messages, electronically. You may elect to not receive certain Notices via text or SMS, but this will limit the use of certain Services and may increase the financial risks to Company, including losses caused by lost or stolen Credentials.

We may send Notices to Users' mobile phones through push notifications, text or SMS messages to the mobile phone numbers provided to us by Administrators or Users. These Notices may include alerts about Services or Transactions, and may allow Administrators and Users to respond with information about Transactions or Company's AtoB Account. You authorize Users to take any available actions, subject to limitations based on permissions and authorization.

We may send text or SMS messages to Users in connection with use of Credentials (such as through multi-factor authorization), to allow us to verify their identity, to provide other information about your AtoB Account, and for other purposes that we identify and that are available through your AtoB Account.

Authorized Users are required to maintain updated web browsers, computers, and mobile device operating systems to receive Notices correctly. Authorized Users are responsible for all costs imposed by their respective Internet or mobile service providers for sending or receiving Notices electronically.

Contact us immediately at [support@atob.com](mailto:support@atob.com) or by calling 844-944-2862 if you are or believe you are having problems receiving Notices.

You understand that we may randomly monitor customer service telephone conversations either for training purposes or to ensure that you receive accurate, courteous, and fair treatment. When you provide a phone number to us, or if you call us from a phone number, you consent to accept calls from us to that phone number, including collection calls using automated dialing.

## **9. [intentionally omitted]**

## **10. Intellectual Property.**

**10.1. AtoB Property and Licenses.** AtoB and licensors own all AtoB Property. Company, Administrators, and Users may use AtoB Property only as and for the purposes provided in this Platform Agreement. You may not modify, reverse engineer, create derivative works from, or disassemble AtoB Property or register, attempt to register, or claim ownership in AtoB Property or portions of AtoB Property.

AtoB grants you a nonexclusive and nontransferable license to use AtoB Property as provided through the Services and as permitted by this Platform Agreement. This license terminates upon termination of this Platform Agreement unless terminated earlier by us. We will not share any Company Data with third parties for marketing unaffiliated products without your consent, but may use Company Data to identify Services, Third-Party Services, and programs that we believe may be of interest to you, including as part of a rewards or benefits program. AtoB may include De-Identified Data in both public and private reports.

You grant AtoB a worldwide, irrevocable license to use, modify, distribute, copy, and create derivative works from Company Data for the purposes identified in this Platform Agreement.

**10.2. Identification as Customer.** We may publicly reference you as an AtoB customer on our website or in other communications during the term of this Platform Agreement. We will not express any false endorsement or partnerships. You grant AtoB a limited license to use Company trademarks or service marks for this purpose. Please notify us if you prefer that we not identify you as an AtoB customer, and we will remove references to you on our website or in other communications.

**10.3. Beta Services and Feedback.** We sometimes release Beta Services in order to test new products, features, and programs, and we may make these Beta Services available to you to get your Feedback. We may change or discontinue Beta Services at any time. Beta Services are confidential until we publicly announce the products, features, or programs, and if you use Beta Services, you agree to keep information about the Beta Services confidential. Any Beta Services are provided to you AS IS and without warranty express or implied. 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 to us.

**10.4. Content.** Information provided on our website and in other communications from us is for information purposes only. We believe it to be reliable, but it may not always be entirely accurate, complete or current. We may change or update information from time to time without Notice. You should verify all information on our website and in other communications from us before relying on it. You are solely responsible for all of your decisions based on information provided on our website and in other communications from us, and we have no liability for such decisions. Information we provide on our website and in other communications to you may contain third-party content or links to third-party sites and applications. We do not control any such third-party content, sites, or applications, and we are not responsible or liable for the availability, accuracy, completeness, or reliability of third-party content or for damages, losses, failures, or problems caused by, related to, or arising from such third-party content or the products or practices of third parties.

**11. Term and Termination.** This Platform Agreement is effective when you start an application for an AtoB Account and continues until terminated by either you or us as set forth in this Platform Agreement.

You may terminate this Platform Agreement by ceasing to use the Services, paying your Balance, and providing notice to us. We may decline to close your AtoB Account if you have a negative balance in respect of any Service, if any funds that we are holding on your behalf are subject to a hold, lien or other restriction, or if we believe that the AtoB Account is being closed to evade any legal or regulatory requirement or investigation or your obligation to us.

AtoB may terminate this Platform Agreement and terminate access to your AtoB Account or the Services at any time and for any reason by providing you Notice. If we believe you violated this Platform Agreement or the applicable Financial Partner Terms, if there is a security or fraud risk to AtoB or its partners, or if required by one of our Financial Partners or by law, we may terminate access to your AtoB Account without prior Notice.

You are responsible for all Charges, Fees, Fines, and other losses caused by your action or inaction prior to termination, and for any costs we may incur in the process of closing your AtoB Account upon termination by you or us.

In the event that this Platform Agreement is terminated, except as expressly provided herein, the applicable Financial Partner Terms will immediately terminate (other than sections that survive termination).

If you reapply or reopen your AtoB Account or use or attempt to use any of the Services, you are consenting to the Platform Agreement in effect at that time.

**12. Survival.** Sections 1.4, 1.5, 1.6; 2.2 (Responsibility for Use); 2.3 (AtoB Account Access); 3.1 (Transactions and Activities); 3.2, 3.3, 3.4, and 3.5 (Company's Payment Obligation); 5.2 (Debit and Credit Authorizations); 5.3. (Taxes and Our Liability to You); 5.4. (AtoB Payroll Termination); 7.3 (Automatic Billing and Policies); 7.4 (Cancellation Procedures; Refunds); 7.5 (AtoB Premium Payments; Taxes); 8 (Notices and Communication); 10. (Intellectual Property); 11 (Term and Termination); 12 (Survival); 13 (Limitation of Liability); 14 (Disclaimer of Warranties by AtoB); 15 (Indemnification); 16 (General Terms); and 17 (Defined Terms); together with the provisions of the Financial Partner Terms that identify continuing obligations, and all other provisions of this Platform Agreement or the agreements, terms, and policies incorporated herein giving rise to continuing obligations of the parties, will survive termination of this Platform Agreement.

**13. Limitation of Liability.** AtoB is not liable to you for consequential, indirect, special, exemplary, or punitive damages, lost profits, or lost revenue arising from or related to your use of or inability to use any component of the Services, lost profits or reputational harm, physical injury or property damage, or any other losses or harm arising from or related to this Platform Agreement or any terms, agreements, or policies incorporated by reference, whether or not we were advised of their possibility by you or third parties.

Our maximum liability to you under this Platform Agreement and any terms, agreements, or policies incorporated by reference, is limited to the greater of the total amount of Fees actually paid by you to AtoB in the three months preceding the event that is the basis of your claim or \$5,000. These limitations apply regardless of the legal theory on which your claim is based.

**14. Disclaimer of Warranties by AtoB**

THE SERVICES, ATOB PROPERTY, AND BETA SERVICES ARE PROVIDED TO YOU AS IS AND AS AVAILABLE. AtoB DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF NON-INFRINGEMENT OF THE SERVICES, ATOB PROPERTY, AND BETA SERVICES. NOTHING IN THIS PLATFORM AGREEMENT WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY TO YOU.

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

AtoB DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT (A) SERVICES AND DATA PROVIDED UNDER THIS PLATFORM 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 ISSUED BY AN 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 WE ARE ADVISED OF SUCH DEFECTS.

AtoB IS NOT LIABLE FOR AND DISCLAIMS LIABILITY FOR ANY DAMAGES, HARM OR LOSSES TO YOU ARISING FROM UNAUTHORIZED ACCESS OR USE OF YOUR ATOB ACCOUNT OR THE SERVICES OR YOUR FAILURE TO IMPLEMENT APPROPRIATE SECURITY PROCEDURES.

**15. Indemnification.** You agree to indemnify, defend, and hold harmless AtoB and Third-Party Service Providers (including our respective affiliates, directors, employees, agents, and representatives), from and against all losses, liabilities, claims, demands, or expenses, including reasonable attorney's fees, arising out of or related to: proceedings, suits, or actions brought by or initiated against AtoB by any third party due to your breach or alleged breach of this Platform Agreement, any terms, agreements, or policies incorporated by reference, or any other agreements with AtoB; acts or omissions of Administrators, Users, or other Company employees or agents; Company's actual or alleged infringement of a third party's intellectual property rights; Company's use of Third-Party Services; or disputes over Charges between Company and merchants.

**16. General Terms.**

**16.1. Governing Law and Venue.** This Platform Agreement will be construed, applied, and governed by the laws of the State of California exclusive of its conflict or choice of law rules except to the extent that U.S. federal law controls. Subject to the good faith binding arbitration requirement provisions contained in Section 16.3, all

litigation will be brought in the state or federal courts located in San Francisco, California.

**16.3. Binding Arbitration and Class Action Waiver.** You and AtoB agree to resolve all Disputes arising under or in connection with this Platform Agreement as provided in this section on an individual basis. Make sure that you have read and understand the below. Any arbitration or other legal proceeding under this Platform Agreement will only be on an individual basis. Neither party may join with other parties to form a Consolidated Action. Each party waives its rights to file a lawsuit in court, to have its case decided by a jury, and to participate in a Consolidated Action against the other party.

If you do not want to arbitrate all claims as provided in this Platform Agreement, then you have the right to reject such arbitration provisions by delivering a written notice to us at *CELegans Labs, Inc. d/b/a "AtoB", Four Embarcadero Center, Suite #1400, San Francisco, CA, 94131. Attention: Legal Department* within thirty (30) days of the date you have entered into this Platform Agreement. Your rejection of any arbitration provisions does not affect any independent arbitration agreements with third parties, and you remain subject to any arbitration, class action or jury trial waiver or dispute resolution processes set out in those separate agreements.

Company and AtoB 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 San Francisco, California 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 16.2.

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 16.2. If JAMS cannot administer the Dispute, either party may petition the US District Court for the Northern District of California to appoint an arbitrator. The parties acknowledge that Transactions under this Platform 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 Platform Agreement.

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 Platform Agreement unless that obligation or the amount (to the extent in Dispute) is itself the subject of the Dispute. Nothing in this Platform 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 Platform Agreement.

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.

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 AtoB, 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.

**16.4. Legal Process.** We may respond to and comply with any legal order we receive related to your use of the Services, including subpoenas, warrants, or liens. 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.

**16.5 Headings and Interpretation; Severability.** Headings in this Platform Agreement are for reference only. Except where otherwise specified, all references to *sections* or *provisions* refer to this Platform 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*; words in the singular include the plural and words in the plural include the singular; and provisions listing items and using *and* require all listed items.

If any provision of this Platform Agreement is found by a court of competent jurisdiction or arbitrator to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Platform Agreement will otherwise remain in full force and effect.

**16.6. Changes to this Platform Agreement.** We may modify this Platform Agreement or provide other agreements governing use of the Services or any portion of them by providing you Notice. Any Administrator's or User's continued use of the Services constitutes your consent to the revised Platform Agreement. Any waiver, modification, or indulgence that we provide 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 Platform Agreement for any other or future acts, events, or conditions. Further, any delay by AtoB in enforcing our rights under this Platform Agreement does not constitute forfeiture of such rights.

**16.7. Changes to the Services.** We may add or remove Services or modify existing Services at any time. Some of these Services will be subject to Additional Terms. You acknowledge and understand that in order to use certain Services, you must agree to the Additional Terms, which will be incorporated by reference and form a part of this Platform Agreement. We do not guarantee that each of the Services will always be offered to you, that they will be available to you, or that you will qualify or be able to utilize any particular Service. Services will change from time to time, and certain Services may be discontinued or others may be added in our sole discretion and without Notice to you.

**16.8. Assignment.** You may not transfer or assign (by operation of law or otherwise) this Platform Agreement or any of your rights or obligations hereunder, or operation of your AtoB Account, without AtoB's prior express written consent. If you wish to make such a transfer or assignment, or the ownership of Company is changing, you must give us prior written notice. If we consent to such a transfer or assignment, the assignee or successor must assume all of Company's rights, obligations, and liabilities under this Platform Agreement and your relationship with AtoB, and will be bound by all the terms of this Platform Agreement. AtoB may assign, pledge, or otherwise transfer this Platform Agreement or any of its rights and powers under this Platform Agreement without restriction and without providing Notice to you. Any such assignee or successor will have all rights as though originally named in this Platform Agreement instead of AtoB.

**16.9. Entire Agreement.** This Platform Agreement, including any terms, agreements or policies incorporated by

reference, constitutes 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. No other agreements, representations, or warranties other than those provided in this Platform Agreement and the applicable Financial Partner Terms will be binding unless in writing and signed by Company and AtoB.

**16.10. Force Majeure.** A party will be excused from performance under this Platform Agreement if such non-performance arises from causes beyond its reasonable control and without its fault or negligence. Such causes may include: (a) catastrophic natural events such as earthquakes, tornadoes or unusually severe weather conditions; (b) pandemics; (c) breakdowns in the normal delivery of public services such as electricity, telecommunications, or transportation; (d) directions of any governmental body acting in its sovereign or regulatory capacity; or (e) any event that would prevent a similarly-situated entity from carrying on its business activities (each a “**Force Majeure Event**”). The foregoing shall not apply to excuse a party’s failure to make payments when due or failure to comply with applicable law. Such party’s performance will be excused for only so long as such party continues to use commercially reasonable efforts to mitigate the effect and duration of such Force Majeure Event. The parties will promptly resume performance hereunder after the Force Majeure Event has passed; however, if a delay continues for sixty (60) days or more, the party not experiencing the Force Majeure Event may terminate this Platform Agreement without penalty upon written notice to the other party.

**17. Defined Terms.** Capitalized terms in this Platform Agreement are defined as follows:

**Additional Terms** means any additional terms or policies to which we may require you to agree in the event that we release new products, features, integrations, promotions, or rewards, or otherwise to enhance and improve the scope and quality of the Services.

**Administrator** means an individual appointed by Company and who has the requisite organizational power and authority to conduct business and manage Company’s AtoB Account and act on behalf of Company, including consenting to the terms of this Platform Agreement.

**AtoB Account** means your Company’s account with AtoB that is used to: (i) request issuance of an AtoB Card for a User; (ii) view your AtoB Card Account and Card Balance(s), (iii) track Financial Data and Transaction history, (iv) make payments to Users using AtoB Payroll; (v) apply for and receive advances using AtoB Factor, (vi) manage Company funds and make payments using your AtoB Balance Account, (vii) invite Users to use, and manage each User’s use of the AtoB Driver App, (viii) view and track AtoB Perks, and (ix) administer other all aspects of the Services.

**AtoB Driver App** means the mobile application provided to Users by AtoB described on the AtoB website.

**AtoB Balance** means the financial account provided to you by one or more of our Financial Partners and their service providers.

**AtoB Card** means a physical or virtual payment card issued on the Card Networks by an Issuer managed through your AtoB Account and governed by an applicable Cardholder Agreement, and which such card may provide access to one or more AtoB Payment Partner Networks to make purchases.

**AtoB Card Account** means the account associated with an AtoB Card.

**AtoB Data** means all data developed or collected by AtoB through the development or provision of the Services or Third-Party Services, or generated or recorded by the AtoB platform, but which does not include Company

Data.

**AtoB Flex Card** means the **AtoB Flex Card Visa** which is the AtoB Card described at [AtoB Product: Fuel Cards](#) issued by Celtic Bank and governed by the AtoB Flex Card Terms, and the **AtoB Flex Card Mastercard** which is the AtoB Card described at [AtoB Product: Fuel Cards](#) issued by either Celtic Bank or Community Financial Services Bank and governed by the AtoB Flex Card Terms.

**AtoB Flex Card Terms** means the terms and conditions that govern your use of the AtoB Flex Card Visa located at <https://stripe.com/legal/celtic-charge-card> and the AtoB Flex Card Mastercard contained in the [Business Charge Card Agreement](#).

**AtoB Partners** means AtoB Payment Partners and AtoB Perks Partners.

**AtoB Partner Terms** means the AtoB Perks Partner Terms and the AtoB Payment Partner Terms.

**AtoB Payment Partner** means a fuel payment processing provider that is not a Card Network or a fuel dispenser service provider with whom AtoB has entered into an agreement to facilitate payment for fuel purchases using an AtoB Card or your AtoB Account.

**AtoB Payment Partner Terms** means the terms and conditions that apply to your use of an AtoB Payment Partner Network to make purchases using an AtoB Card.

**AtoB Payment Partner Privacy Policy** means the privacy policy that applies to your use of an AtoB Payment Partner Service to make purchases using an AtoB Card.

**AtoB Payment Partner Service** means a payment processing system or fuel service purchase service provided by an AtoB Payment Partner.

**AtoB Perks** means fuel purchase discounts, cash-back rewards, fleet service discounts, and all other benefits or rewards made available to Company and Users through the AtoB Perks Program.

**AtoB Perks Partner** means a provider of one or more AtoB Perks.

**AtoB Perks Partner Privacy Policy** means the privacy policy provided by an AtoB Perks Partner that applies to your participation in an AtoB Perk.

**AtoB Perks Partner Terms** means the terms and conditions that apply to the AtoB Perks provided by each AtoB Partner in connection with an AtoB Perk.

**AtoB Perks Program** means the set of AtoB Perks made available to Company and Users by AtoB described at <https://www.atob.com/perks>

**AtoB Property** means the Services and related technology; AtoB Data; and copyrights, patents, trade secrets, trade or service marks, brands, logos, and other intellectual property incorporated into each of the foregoing.

**AtoB Statement** means an AtoB Account statement, an AtoB Card statement, an AtoB Balance statement, or An AtoB Payroll statement.

**AtoB Unlimited Card** means the **AtoB Unlimited Card Visa** which is the AtoB prefunded Card described at

AtoB Product: Fuel Cards issued by Celtic Bank and governed by the AtoB Unlimited Card Terms, and **AtoB Unlimited Card Mastercard** which is the AtoB prepaid Card described at AtoB Product: Fuel Cards issued by either Celtic Bank or Community Financial Services Bank and governed by the AtoB Unlimited Card Terms.

**AtoB Unlimited Card Terms** means the terms and conditions that govern your use of the AtoB Unlimited Card Visa located at <https://stripe.com/legal/celtic-spend-card> and AtoB Unlimited Card Mastercard contained in the [Business Charge Card Agreement](#) and [AtoB Unlimited Card Mastercard Supplement](#).

**Beneficial Owner** means any individual who, directly or indirectly, owns 25% or more of the equity interests of Company.

**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.

**Card Balance** means all amounts charged to an AtoB Card or incurred by you or a User while using an AtoB Card issued to you or a User, including any Fees or charges incurred by other persons given access to an AtoB Card.

**Card Networks** means the payment card networks operated by Visa U.S.A., Inc. Visa International and Mastercard International Incorporated.

**Cardholder Agreements** means the AtoB Flex Card Terms, the AtoB Unlimited Card Terms, and any other terms applicable to your or a User's use of an AtoB Card.

**Charge** means a payment for goods or services made using an AtoB Card to a merchant that accepts payments on a Card Network or on an AtoB Payment Partner Network.

**Company Data** means information or documentation provided by Company to AtoB, and which includes Financial Data and any Personal Data provided by Company, Administrators, and Users.

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

**Control Person** means a single individual with significant responsibility to control, manage, or direct Company.

**Credentials** means usernames, passwords, and other identifiers or credentials used to assist AtoB in identifying and authenticating an Authorized User related to your use of the Services.

**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.

**Dispute** means any dispute, claim, or controversy arising from or relating to this Platform Agreement, including any incorporated terms, agreements, and policies.

**Disputed Charge** means a Charge that you report as erroneous or unauthorized.

**Driver** means an individual User authorized by Company or an Administrator to use the AtoB Driver App.

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

means charges we impose on you for use of Services or your AtoB Account.

**Financial Data** means Company's Linked Account balances, Transactions, AtoB Balance information, AtoB Card Account balances, User Account Data, and other financial information accessible to AtoB through Linked Accounts, a Financial Partner, the AtoB Perks Program, an AtoB Payment Partner Network, and any other Third-Party Service with access to your or a User's financial information.

**Financial Partner** means Issuers, Issuer Service Providers, Factor Partners, and any other entity that provides or assists with providing the AtoB Cards, the AtoB Balance, AtoB Factor, AtoB Payroll, and any other regulated financial services in connection with this Platform Agreement.

**Financial Partner Terms** means, as and where applicable, the relevant Issuer Privacy Policy, the relevant Cardholder Agreements, the [Stripe Privacy Policy](#), the [Stripe Services Agreement](#), the [Highnote Privacy Policy](#), the [Highnote Privacy Policy](#), [the Astra Privacy](#), [the Astra Terms of Use](#), the AtoB Factor Partner Terms, the AtoB Factor Partner Privacy Policy, and any Additional Terms that govern access to and use of any service provided by a Financial Partner.

**Fines** means all fines, penalties, or other charges imposed by a Financial Partner, governmental agency or regulatory authority arising from your breaching of this Platform Agreement, any of the Financial Partner Terms, Card Network rules, or other agreements you have with AtoB or a Financial Partner.

**Issuer** means the bank that is a member of the Card Network indicated on an AtoB Card and is responsible for issuing an AtoB Card to you.

**Issuer Service Provider** means Stripe, Inc. or Highnote, Inc..

**Issuer Privacy Policy** means Celtic Bank's Privacy Policy located at <https://www.celticbank.com/privacy> or Community Financial Services Bank's Privacy Policy located at <https://www.cfsbky.com/privacy-policy>.

**Linked Account** means a business-purpose checking or savings account or a credit or debit card that is issued or provided by a financial institution and is linked to or authorized by you for use or payment through your AtoB Account for the AtoB Services, to fund your AtoB Balance Account or to pay your Card Balance(s).

**Notice** means any physical or electronic communication, or legal notices related to this Platform Agreement that are provided to you, Users, or Administrators through text or SMS, email, your AtoB Account, or by other means.

**Personal Data** means data that identifies or could reasonably be used to identify a natural person. **Platform**

**Agreement** means this Platform Agreement, as amended, and all other agreements referenced in it.

**Prohibited Activities** means the business types and activities where if engaged in by Company, will render Company ineligible for an AtoB Account.

**Prohibited Person** means any individual or organization that is subject to sanctions in the United States, identified on any lists maintained by OFAC or the U.S. Department of State, or is subject to any law, regulation,

or other list of any government agency that prohibits or limits us from providing an AtoB Account or Services to such person or from otherwise conducting business with the person.

**Restricted Activities** means the business types and activities where, if engaged in by Company, may limit Company's use of certain Services or require additional information from Company to open or maintain an AtoB Account.

**Security Procedures** means certain procedures and controls that are intended to help secure and protect your AtoB Account and data from misuse, fraud, and theft.

**Services** means an applicable AtoB Card, AtoB Payroll, AtoB Balance, AtoB Factor, AtoB Premium, Third-Party Services, and all other financial products, technology, expense management, payment services, and other services provided by AtoB, a Financial Partner or a Third-Party Service Provider through your AtoB Account.

**Third-Party Services** means AtoB Perks, AtoB Payment Services, accounting or expense management platforms (such as QuickBooks, Xero, and NetSuite), payment processors and e-commerce platforms (such as Shopify), applications used to monitor Linked Accounts (such as Finicity), and any other services and data provided by third parties connected to or provided through the Services.

**Third-Party Service Provider** means AtoB Partners and any other affiliate or other third party other than a Financial Partner that assists us in providing the Services to you, that supports our internal operations, or that provides a Third-Party Service.

**Transaction** means an AtoB Card transaction, an AtoB Balance transaction, a Linked Account transaction, an AtoB Payroll transaction or any other payment transaction initiated by a User pursuant to which the User uses an AtoB Card, a Linked Account or an AtoB Balance Account to make a payment for the purchase of goods or services, to add funds to or pay an AtoB Card balance, to pay a User, or for any other reason in accordance with the Financial Partner Terms, the AtoB Payment Partner Terms, the terms of this Platform Agreement, any other terms applicable to the use of the Services.

**User** means Drivers, Administrators, employees, contractors, or agents authorized by Company to use one or more of the Services.

**User Account** means the individual account created for a User by Company to use an AtoB Account or an AtoB Card, to receive payments from Company using AtoB Payroll, or to receive Third-Party Services provided to Users via the Services.

**User Data** means information or documentation provided by a User or by Company to AtoB related to a User, and which includes Financial Data and any Personal Data regarding a User provided by Company, Administrators, and Users.

**User Terms** means the AtoB Payroll Terms, the Financial Partner Terms, the Cardholder Agreements, and any other terms and conditions that govern a User's use of the Services.