

# Platform Agreement

*Revised May 24, 2023*

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This Platform Agreement is a legal agreement between Company and Brex and governs your use of the Services. In this Platform Agreement, “Company” or “you” means the company that is applying for or has opened a Brex Account to use the Services, and “Brex” or “we” means Brex Inc. and its past, present, or future affiliates, successors and assigns, unless stated otherwise. References to “Platform Agreement” mean this document that you’re reading and any terms, agreements, and policies incorporated by reference, including but not limited to [User Terms](#), [Rewards Terms](#), and any Service-Specific Terms that are applicable to the Services you use. You may only apply for and maintain a Brex Account and use the Services if you agree to this Platform Agreement, so read it carefully. Definitions for capitalized terms (like “Brex Account” and “Services”) are included below in [Section 4](#).

The terms and conditions of this Platform Agreement are binding as of the date you agree to its terms. In exchange for opening a Brex Account and gaining access to the Services, you are consenting to receive all Notices and communications electronically. This Platform Agreement governs your relationship with Brex and your use of the Services, unless stated otherwise. Your access to particular Services may also be subject to Service-Specific Terms.

[Section 3](#) of this Platform Agreement includes an agreement to resolve any Disputes through binding arbitration on an individual basis and includes a waiver of any representative, consolidated, or class actions, along with important disclaimers and limitations of liability.

## 1. Opening a Brex Account

### 1.1 Eligibility

Only companies organized and registered in the United States (such as C-corps, S-corps, LLCs, or LLPs) may apply for a Brex Account and use the Services. Individual consumers, sole proprietors, unincorporated partnerships, and companies organized and/or registered outside the United States, are not permitted to use or attempt to open or use a Brex Account or the Services. Company must be duly organized and remain in good standing under the laws of its jurisdiction of organization at all times.

Company’s Brex Account is commercial in nature, and you acknowledge and understand that certain consumer protection laws (including the Electronic Funds Transfer Act or Regulation E)

and consumer-specific rules (including NACHA rules specific to consumers) do not apply to your use of the Services and transactions you may conduct using your Brex Account.

## 1.2 Requirements

### Representations of Natural Person Applicant and Company

By submitting an application for a Brex Account, the Natural Person Applicant represents and warrants in an individual capacity and as an authorized representative of Company that:

- Company is a business entity that is organized, registered, and located in the United States
- Company has a valid U.S. Employer Identification Number (EIN)
- Company is validly existing and in good standing in its jurisdiction of organization
- Company is not engaged in any [Prohibited Activities](#)
- The Natural Person Applicant is authorized to provide information about Company, submit the application on behalf of Company, enter into binding agreements on behalf of Company, authorize debits from Linked Accounts, and manage Company's Brex Account
- The Natural Person Applicant is not and is not affiliated with a Prohibited Person
- All information Company and Natural Person Applicant provide to us is and will be current, accurate, and complete
- Company will use its Brex Account exclusively for its business purposes and not for any personal, family, or household use
- Company has reviewed this Platform Agreement and the terms, agreements, or policies incorporated by reference and agrees to be bound by them
- All Linked Accounts designated by Company are business rather than consumer accounts and are not established or used for personal, family, or household purposes

### Required Information

You must provide Company Data to apply for and maintain a Brex Account and to access the 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 your Linked Accounts and External Accounts, and other business or personal information that we may require or request from time to time.

You may also be asked to provide certain Personal Data including the names, contact information, personal addresses, social security numbers, and dates of birth of Administrators, Users, Beneficial Owners, and Control Persons. We may also require that you provide certain documentary information used to verify Company Data and Personal Data such as organizational documents and certificates of registration, proof of address, or personal identification.

You will keep Company Data and each User's Personal Data current, complete, and accurate in your Brex Account at all times. We may require additional information from you at any time,

including Company Data and Personal Data to assess Company's financial condition and business risks, for verification purposes, or for other legitimate business purposes.

You must connect at least one Linked Account to your Brex Account. All Linked Accounts must be business accounts rather than consumer accounts. You authorize us to verify that the account details you provide for your Linked Accounts and External Accounts are correct, the Linked Accounts belong to you, and proper authorization is received for any External Accounts.

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 Brex Account and agree to keep such information current. We may share this information with Program Partners and Third-Party Service Providers for these purposes, as explained in our [Privacy Policy](#).

#### Verification and validation of information

Brex, its Service Partners, and Third-Party Service Providers rely on the accuracy of the information you provide when opening and maintaining your Brex Account. You may be required to verify information previously provided or provide additional information in the course of applying for or receiving certain Services.

You acknowledge that you have obtained or will obtain appropriate consent and authorization of any person whose Personal Data you provide before sharing such data with Brex.

You acknowledge and agree that we may use and provide Company Data and Personal Data to Program Partners and Third-Party Service Providers to validate the information you have provided and determine your eligibility for the Services, as described in the Privacy Policy.

We may approve or deny your application for a Brex Account or a particular Service or grant you or anyone seeking to access your account with your authorization provisional, limited access while your application is pending additional review. We may deny your application, interrupt provision of the Services or access to you, any Entity or any User, or suspend or close your Brex Account where, in our sole determination, the information you provided is incomplete, inaccurate, or out of date.

#### Consent to Electronic Signature and Communications

You agree that submitting your application for a Brex Account and indicating your agreement to the terms of this Platform Agreement electronically during the application process constitutes your electronic signature to this Platform Agreement. You also agree that your electronic consent has and will have the same legal effect as a physical signature. By agreeing to the terms of the Platform Agreement, you consent to us providing Notices and account statements to you electronically, and understand that this consent has the same legal effect as a physical signature.

### **1.3 Account Use Restrictions**

Your Brex 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 or accessed by third parties who are not Company or entity employees, contractors, or agents or who are otherwise unaffiliated with Company, (f) copied, modified, adapted or used to create derivative works of or republish the Services; (g) reverse engineered, decompiled, disassembled, or otherwise used to attempt to derive the source code of the Services; (h) accessed or used for purposes of comparison with or benchmarking against third party products or services or in order to build similar services or competitive services; (i) used to act as a service bureau; (j) used to gain or attempt to gain unauthorized access to the Services; or (k) used for any purpose not related to the business of Company or an Entity.

We will not approve and may terminate Brex Accounts that we know or believe are engaged in any [Prohibited Activities](#) or otherwise do not comply with the restrictions in this section, as determined in Brex's sole discretion. Brex may limit Company's or other authorized parties' use of or access to certain Services or require that you provide additional information to open or maintain your Brex Account where Company or an Entity is engaged in [Restricted Activities](#), as determined in Brex's sole discretion.

We may update the lists of Prohibited Activities or Restricted Activities at any time. You agree to review these lists regularly and [contact us](#) with any questions you have about how these lists may apply to Company's or an Entity's business. You agree to pay all Fines assessed against Brex for violations of the restrictions and requirements of this section or any use of your Brex Account in connection with any Prohibited Activities or Restricted Activities.

## **1.4 Data and Privacy**

You acknowledge, understand, and agree that we will collect, process, and share Company Data and Personal Data to provide the Services, comply with our regulatory obligations, or as otherwise described in this Platform Agreement and the [Privacy Policy](#).

## **1.5 Brex Empower Platform**

### **General**

Brex Empower is a financial software platform designed to accelerate your business, increase accountability, and make it easy for employees to do the right thing. Empower will guide the future of Brex across cards, payments, spend management, procurement, travel, and more. You will have the opportunity to request access to the Services Brex offers through the Empower platform to address your particular needs.

### **Access**

To the extent that you have not already done so, you can request access to the Brex Empower platform by [talking with our sales team](#). You must accept the terms of this Platform Agreement in order to gain access to the Brex Empower platform. Your use of the Brex Empower platform is subject to the [Privacy Policy](#).

During the term of your subscription, the Brex Empower platform Services may be accessed and used by you and by the number of Administrators and Users, on the number of computers or equipment, and/or the number of sites, and limited to the functionality set forth in an applicable order form.

## Fees

You understand and agree that if you choose to access the Brex Empower platform, you agree to pay any and all Brex Empower platform Fees when due and as outlined in the documentation provided to you by our sales team or otherwise by us.

## Migrating Your Existing Brex Account

YOU UNDERSTAND AND AGREE THAT WE RESERVE THE RIGHT TO MIGRATE YOUR BREX ACCOUNT TO THE BREX EMPOWER PLATFORM AFTER PROVIDING YOU WITH NOTICE. YOU WILL NOT BE RESPONSIBLE FOR PAYING ANY FEES RESULTING FROM THE MIGRATION OF YOUR BREX ACCOUNT TO THE BREX EMPOWER PLATFORM WITHOUT YOUR CONSENT TO SUCH FEES. YOU ACKNOWLEDGE THAT, IF YOUR BREX ACCOUNT IS MIGRATED TO THE BREX EMPOWER PLATFORM AND YOU DO NOT CONSENT TO THE FEES CHARGED IN CONNECTION WITH ANY FEE-BASED PLATFORM SERVICES, WE MAY LIMIT YOUR OR ANY ADMINISTRATOR'S OR USER'S ACCESS TO THE FEE-BASED PLATFORM SERVICES WITH PRIOR ADVANCE NOTICE AND WITHOUT PENALTY TO US.

## Subscription Rights

By granting you access to the Brex Empower platform, we allow you, on a nonexclusive, non-assignable, royalty-free, worldwide (except where restricted by applicable law), nontransferable and subscription basis, during the term of your subscription to the platform, to access and use, and to permit any Administrators and Users to access and use, the Brex Empower platform solely for your internal use in compliance with the terms set forth in this Platform Agreement, any Service-Specific Terms, an applicable order form, any applicable signed agreements between you and Brex, and any other applicable documentation, and subject at all times to your full and timely payment of the Brex Empower platform Fees. To the extent that your affiliates access the Brex Empower platform, you will be responsible for your affiliates' compliance with all obligations hereunder and will be directly liable to Brex for any acts or omissions of such affiliates and any fines or costs related thereto.

# 2. Managing and Using Your Brex Account

## 2.1 Authorized Users

### Administrators

You must specify at least one Administrator to manage your Brex Account when submitting your application. If you do not specify an Administrator, you agree that the Natural Person Applicant will be the Administrator for your Brex Account. Administrators must have, and Company represents that any individual designated as an Administrator has, the requisite power and authority to conduct business and manage Company's Brex Account, including by authorizing debits from Linked Accounts. In the event that an individual designated as an Administrator no longer has such requisite power and authority, Company must notify us promptly and designate another Administrator for the Brex Account.

Administrators may take a variety of actions, including: adding, removing, or managing additional Administrators and Users; applying for and accessing or removing Services or Third-Party Services, connecting and authorizing debits from current and new Linked Accounts and External Accounts; consenting to any new or updated terms or conditions contained in this Platform Agreement or other agreements, terms, or policies incorporated in this Platform Agreement; consenting to Service-Specific Terms or supplemental agreements; adding or removing additional Services to Company's account; and taking actions specified in any Service-Specific Terms and performing other tasks on Company's and/or its authorized corporate affiliates' behalf. Administrators must not authorize the use of Company's Brex Account or the Services by any Prohibited Person. More details about Administrator permissions are available on our website, and we may change these permissions from time to time by updating our website or otherwise providing you Notice.

Administrators must monitor Company's Brex Account activity and statements as required by applicable Service-Specific Terms. Certain Services include additional permission levels and authorizations. If you use these Services, Administrators on your Brex Account will be able to authorize and assign Users these permission levels and authorizations.

In the event of a dispute regarding who is authorized to act on behalf of the Company or any Entity in connection with Company's Brex Account, you agree that Brex is not obligated to adjudicate any such dispute and may continue to honor instructions from any designated Administrator or User, or suspend Company's Brex Account or limit use of the Services unless and until the dispute is resolved, in Brex's sole discretion.

### Other Users

Users other than Administrators may perform a variety of more limited activities on the Brex Account, depending on the role assigned to each User. Information about the types of User roles is available on our website. We may limit the number of Users you can create, and we may change the names, number, and permissions of roles from time to time by updating our website or otherwise providing you Notice.

All Users, including Administrators, may use Company's Brex Account, transact, and 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.

## **2.2 Responsibility for Use**

Company is responsible and liable for any actions or failure to act on the part of Administrators and Users whether in their original capacity as an Administrator or User or as Delegator or Co-Pilot, and those using Credentials issued to Users to access Company's Brex Account. Details on liability for Charges, Fees, or Fines incurred through a specific Service can be found in the applicable Service-Specific Terms.

Company is responsible for:

- Ensuring that Users are aware of and agree to abide by the terms of this Platform Agreement, the applicable Service-Specific Terms and all applicable law in connection with their use of the Services
- Obtaining appropriate consent and authorization to provide Users' personal information, and ensuring that Users are aware of and have reviewed the Privacy Policy and understand how we process their personal information
- Ensuring that Users are aware of, accept, and comply with the User Terms
- Ensuring that Users use the Services only for valid, lawful business purposes and not for any personal, family, or household use

Company is liable for all access to and use of the Services occurring through Company's Brex Account, including without limitation, any breach or violation by it, an Entity, or any User of this Platform Agreement or any Service-Specific Terms.

Company is responsible for ensuring that Administrators, Users, and any other persons affiliated with Company communicate respectfully and will refrain from using any form of disrespectful, harassing, abusive, or hateful speech with Brex team members or Third-Party Service Providers. If Brex receives reports of any such behavior by representatives of your Company, we may contact your Administrator, suspend or limit access to Company's Brex Account or the Services, or close your Brex Account, in Brex's sole discretion.

## **2.3 Access**

### **Safeguards and Credentials**

You will keep your Brex Account secure and only provide access to individuals that you have authorized to use the Services on your behalf. You will take all reasonable steps to safeguard the privacy, confidentiality, and security of User Credentials. You will closely and regularly monitor the activities of Users who access the Services, and you will use all reasonable means to protect Cards, checks, mobile devices, web browsers, and anything else used to access or utilize the Services.

You will ensure that each 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 User access to the Services or limit permissions where you know or suspect your Brex Account has been compromised or may be misused or where you know or believe a User's Credentials are compromised or lost; and you will promptly notify us of any unauthorized access or use of your Brex Account or the Services.

## **2.4 Fees and Disclosures**

### **Fees**

We may assess Fees for some Services, including periodic fees, usage fees, late or failed payment fees, service fees, fees for misuse of your Brex Account or Services, fees applicable to certain transactions, or other fees we disclose to you. We will disclose Fees to you when opening your Brex Account, when you start using a new Service, or through our website. We may add or change Fees upon 30 days' Notice to you (though we may not provide prior Notice when we reduce any Fee), or earlier as provided by applicable Service-Specific Terms. We may also charge a new or changed Fee when you affirmatively agree to such Fee on the date of your agreement, even if that is earlier than 30 days after receiving Notice.

Any accrued or incurred Fees will be included in the amounts you owe Brex.

### **Credit Reporting**

We may report Company payment history and performance to one or more credit reporting agencies.

## **2.5 Rewards**

Brex may determine when, how, and under what conditions you may qualify for, accrue, redeem and retain rewards, and Brex may modify these conditions with or without Notice to you. Certain Services may not be eligible for rewards. Rewards may be subject to caps, revocation, or forfeiture as set forth in the Rewards Terms. All rewards offered are subject to the [Rewards Terms](#) and Service-Specific Terms, as applicable.

## **2.6 Changes to the Services and Service-Specific terms**

We may add Services or modify existing Services at any time. Unless expressly stated otherwise in an applicable order form and/or any Service-Specific Terms, any new or modified Services will be subject to this Platform Agreement.

Some services, such as payment-related services, may be provided only by specific Brex entities such as Brex Payments LLC. We do not guarantee that each of the Services will always be



offered or available to you. Services will change from time to time, and certain Services may be discontinued. In the event Brex discontinues or modifies a certain Service you are using in a way that materially reduces the features or functionality of the Service, we will make commercially reasonable efforts to provide at least 30 days advance Notice to you before the Service is discontinued or materially modified.

You acknowledge and understand that in order to use certain Services, you and/or parties affiliated with Company (including affiliates, Control Persons, employees, contractors, or agents authorized to use the Services on the Company's behalf) must agree to Service-Specific Terms governing access to and use of such Services. We may eliminate, amend, or add to Service-Specific Terms at any time subject to any provisions governing termination or amendments. In the event of a conflict between this Platform Agreement and any Service-Specific Terms, the Service-Specific Terms will govern. Service-Specific Terms will be provided separately from this Platform Agreement.

## **2.7 Notices, Monitoring, and Communication**

You agree that we and any agents acting on our behalf may send Notices to, receive communications from, or otherwise contact, including via text, SMS, WhatsApp or other communication channels, the Natural Person Applicant, Administrators, or Users relating to an application submitted on behalf of Company, your Brex Account, or any activity in connection with your Brex Account in accordance with the terms outlined in this section. We and our agents may send Notices or otherwise communicate with you using the contact information provided to us or our agents by the Natural Person Applicant, Administrators, or Users, including phone numbers associated with mobile phones or devices, and may use autodialing or automated voice messaging technology. We and our agents are not responsible or liable for any charges or costs incurred by you, the Natural Person Applicant, Administrators, or Users in connection with such communications.

You agree that Brex may monitor or record the interactions or activities of Administrators, Users, or persons given access to the Services or your Brex Account when using any of Brex's websites or mobile applications or accessing the Services. We and our agents may also monitor or record any communications for quality assurance or other reasonable business purposes.

Notices regarding payments, legal terms, and any other important Notices related to your Company's Brex Account will be sent to the Natural Person Applicant and/or Administrators through your Brex Account, email, SMS, WhatsApp, or other communication channels and are considered received 24 hours after they are sent. You understand that you may not use the Services unless you consent to receive Notices electronically. You may only withdraw consent to receive Notices electronically by closing your Brex Account.

We may send text, SMS, or WhatsApp messages to the Natural Person Applicant, Administrators, or Users, including in connection with use of Credentials (such as in the case of multi-factor authentication challenges) to allow us to verify their identity. The Natural Person Applicant, Administrators, or Users may elect not to receive texts, SMS, or WhatsApp messages, but this will limit the use of certain Services and may increase the financial risks to Company

that certain text, SMS, or WhatsApp messages are designed to mitigate, including losses caused by lost or stolen Credentials and/or fraud. Brex may, but is not required to, provide the opportunity for Company, the Natural Person Applicant, Administrators, or Users to receive notices from or communicate with Brex through other means as well.

The Natural Person Applicant, Administrators, and Users are required to maintain updated web browsers, computers, and mobile device operating systems to receive Notices correctly. [Contact us](#) immediately if you are or believe you are having problems receiving Notices.

Unless you're communicating with us about a matter where we've specified another notice address (for example, certain communications specified in the Privacy Policy), you may contact us using the information specified [here](#).

## **2.8 Updates to Company Information**

### **Providing Information**

You will keep Company Data and each User's Personal Data current, complete, and accurate in your Brex Account at all times.

We may require additional information from you at any time, including Company Data (such as copies of government-issued identification, business licenses, or other information related to your or your Entities' 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, or assess the financial condition and business risks of Company and/or its authorized corporate affiliates.

### **Notification of Corporate and Business Changes**

Company and Entities must be duly organized and remain in good standing under the laws of their respective jurisdictions of organization at all times.

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

- The nature of your or an Entity's business changes significantly
- There is a change of Beneficial Owners or Control Persons
- There is a material change in the control or ownership of your or an Entity's business (whether direct or indirect) or you or an Entity transfers or sells 25% or more of your or that Entity's total assets
- There is a planned or anticipated liquidation or voluntary bankruptcy or insolvency proceeding
- You or an Entity are party to a dispute or are involved in a regulatory proceeding in which claims are asserted that would, if sustained in a legal or regulatory proceeding or alternative dispute resolution forum, result in a material impact to Company's financial condition

- You or an Entity receive a judgment, writ or warrant of attachment or execution, lien, or levy against 25% or more of your total assets
- You or an Entity begin engaging in any Prohibited Activities or Restricted Activities

## **2.9 Brex Property and Licenses**

Brex owns all Brex Property. Company, Administrators, other Users, and other persons or entities accessing or using Company's Brex Account may use Brex Property only as and for the purposes provided in this Platform Agreement and any applicable Service-Specific Terms, and may not modify, reverse engineer, create derivative works from, or disassemble Brex Property or register, attempt to register, or claim ownership in Brex Property or portions of Brex Property.

Brex grants you a nonexclusive and nontransferable license to use Brex 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.

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

To the extent such rights are not expressly identified in this Platform Agreement, we reserve all other rights to our intellectual property relating to the Services and shall own all modifications, improvements, enhancements, derivative works, additional models or features made by us to the Services (collectively "Modifications"), whether or not such Modifications were made by us on the basis of any Feedback, ideas, suggestions, or information provided by you, your affiliates, Administrators, or Users.

## **2.10 Identification as Customer**

We may publicly reference you as a Brex 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 Brex a limited license to use Company trademarks or service marks for this purpose. Please [email us](#) if you prefer that we not identify you as a Brex customer, and we will remove references to you on our website or in other public-facing communications.

## **2.11 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. 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 provide to us.

## **2.12 Content**

Information provided on our website and in other communications from us, other than the agreements, offers, policies, and terms referenced or otherwise incorporated by this Platform Agreement, Service-Specific Terms, or that we otherwise expressly denote as governing your relationship with Brex, is for information purposes only. We may change or update information from time to time without Notice.

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.

## **2.13 Account Holds, Suspensions, Terminations, and Other Actions We May Take**

If we believe, in our sole discretion, that you or an Entity have violated the terms of this Platform Agreement, engaged in any Prohibited Activities or Restricted Activities, violated applicable law or rules, engaged in fraudulent or unfair activities, or have otherwise engaged in activities that violate our or others' rights, or created an undue risk of harm for us or others, we may take a number of actions to protect Brex, its customers, and others at any time, in our sole discretion and with or without Notice. The actions we may take include:

- Terminate this Platform Agreement, limit your, any Administrator's, User's, or any other person's or entity's access to your Brex Account and/or the Services, and/or close or suspend your Brex Account, immediately and without penalty to us;
- Refuse to provide the Services to you, any Entity, Administrator or User, or any other individual in the future;
- Limit your, any Entity's, Administrator's or User's, or any other individual's access to our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, your Brex account or any of the Services, including limiting your ability to pay or send money or make withdrawals;
- Hold or otherwise restrict the balance in your Brex Account or hold payments to/from your Brex Account, for a period of time or indefinitely, if reasonably needed to protect against the risk of liability or loss or if you or an Entity have engaged in any Prohibited Activities or Restricted Activities, to be determined in our sole discretion;
- Debit your Brex Account or any Linked Account for any amounts owed, even if payment is not yet due for such amounts.
- Return or reverse transactions associated with your Brex Account or otherwise remit funds in accordance with applicable rules governing payments (e.g. NACHA rules)

and/or in an effort to remediate fraudulent or criminal conduct, as determined in our sole discretion.

- Contact others who have transacted with you, your Entities, other financial institutions, other impacted third parties, or law enforcement or other regulators about your actions and/or Brex Account;
- Update inaccurate information you, the Natural Person Applicant, Entity, any Administrator or User, or any other individual acting under or associated with your Brex Account provided to us; or
- Take legal action against you, the Natural Person Applicant, Entity, any Administrator or User, or any other individual acting under or associated with your Brex Account.

If you've violated this Platform Agreement or have engaged in any Prohibited Activities or Restricted Activities, then you are also responsible for damages to Brex caused by that violation and/or such activities.

If we close your Brex Account or terminate your use of the Services for any reason, we'll notify you of such actions. If any funds in your Brex Account are subject to a hold or restriction and that hold or restriction is later removed, we will either send any unrestricted funds to an external account you specify or make such funds available for withdrawal. To the extent permitted by law, we will deduct from your Brex Account or any Linked Account any reasonable expenses we incur while attempting to contact you or other costs we may incur in the process of closing your Brex Account. You will continue to be liable to us for any transactions or obligations, or any losses or expenses we sustain, that are associated with your Brex Account, whether incurred before, during, or after the account closing process.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties, negative balance, and any liability incurred by Brex, any Brex customer, or a third party caused by or arising out of your or your Entities' breach of this Platform Agreement and/or your or your Entities' use of the Services.

Our decision about actions we may take in relation to your Brex Account may be based on confidential criteria that are essential to our management of risk and the protection of Brex, our customers, service providers, or others. We may use proprietary fraud and risk modeling when assessing the risk associated with your Brex Account. In addition, we may be restricted by law, regulation, or a governmental authority from disclosing certain information to you about such decisions or actions. You agree that we have no obligation to disclose the details of our risk management or security procedures to you.

Nothing in this section is intended to limit our rights to refuse to provide Services to anyone, at any time, and for any reason consistent with applicable law, in our sole discretion.

## **2.14 Term and Termination**

This Platform Agreement is effective when you accept its terms when applying for a Brex Account and continues until terminated by either you or us, in accordance with the Service-Specific Terms or as set forth in this Platform Agreement.

You may ask us to terminate this Platform Agreement by ceasing to use the Services, paying all amounts owed, and providing notice to us. We may decline to terminate this Platform Agreement or close your Brex 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, if there are pending transactions, or if we believe that the Brex Account is being closed to evade any legal or regulatory requirement or investigation. We may decline to send you any funds remaining in your account less any Fees, Charges, Fines, setoffs, or other amounts until we have completed the process of terminating your Brex Account and/or any restrictions or holds on such funds have been removed.

Brex may terminate this Platform Agreement at any time and for any reason with or without prior Notice.

You are responsible for all Charges, Fees, Fines, losses, and other amounts owed to us caused by your, an Entity's, or any User's action or inaction, including any that are assessed or may arise after the termination of your Brex Account, and for any costs we may incur in the process of closing your Brex Account.

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

Sections 1.4 (Data and Privacy), 2.2 (Responsibility for Use), 2.3 (Access), 2.7 (Notices, Monitoring, and Communication), 2.11 (Beta Services and Feedback), 2.13 (Account Holds, Suspensions, Terminations, and Other Actions We May Take), 2.14 (Term and Termination), 3.1 (Limitation of Liability), 3.2 (Disclaimer of Warranties by Brex), 3.3 (Indemnification), 3.4 (Governing Law and Venue), 3.5 (Binding Arbitration), 3.6 (Compliance with Court Orders, Other Legal Process or Requests, and Applicable Law) and 3.9 (Assignment) together with the provisions of the Service-Specific 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.

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

## **3. General Provisions**

### **3.1 Limitations of Liability**

Brex's liability is limited with respect to your Brex Account and your use of the Services. Brex is not liable to you for consequential, indirect, special, exemplary, or punitive damages or lost profits or revenue, reputational harm, physical injury, or property damage arising from or related to your Brex Account, Brex's systems and Services, your use of or inability to use Services or

Cards, or this Platform Agreement, whether or not we were advised of their possibility by you or third parties, unless prohibited by applicable law or rules.

Our liability is only to you, and not your Entities. Our maximum liability to you under this Platform Agreement, any Service-Specific Terms, and any terms, agreements, or policies incorporated herein by reference, is limited to the greater of the total amount of Fees actually paid by you to Brex in the twelve months preceding the event that is the basis of your claim or the revenue received by Brex based on your use of the Services in the twelve months preceding the event that is the basis of your claim. These limitations apply regardless of the legal theory on which your claim is based, unless prohibited by applicable law or rules.

To the extent applicable law or rules prohibit or restrict any of the limitations of liability set forth in this Platform Agreement, or any portion of them, or a court or arbitrator holds that such limitations, or any portion of them, are unenforceable for any reason, this Platform Agreement shall be interpreted and construed in a manner that limits Brex's liability to the greatest extent possible under applicable laws and rules.

### **3.2 Disclaimer of Warranties by Brex**

THE SERVICES, BREX PROPERTY, AND BETA SERVICES ARE PROVIDED *AS IS* AND *AS AVAILABLE*. BREX 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, BREX PROPERTY, AND BETA SERVICES. NOTHING IN THIS PLATFORM AGREEMENT WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY.

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

BREX 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.

BREX IS NOT LIABLE FOR AND DISCLAIMS LIABILITY FOR ANY DAMAGES, HARM OR LOSSES TO YOU, ANY USER, OR ANY ENTITY ARISING FROM UNAUTHORIZED ACCESS OR USE OF YOUR BREX ACCOUNT OR THE SERVICES.

### **3.3 Indemnification**

You agree to indemnify, defend, and hold harmless Brex 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 any third party claims alleging or involving: (1) your or your Entities' breach or alleged breach of this Platform Agreement or any other agreements with Brex; (2) acts or omissions of Administrators, Users, or other Company or Entity employees or agents that violate a contractual or legal obligation; or (3) Company's or Entities' actual or alleged infringement of a third party's intellectual property rights.

### **3.4 Governing Law and Venue**

This Platform Agreement will be construed, applied, and governed by the laws of the State of Utah exclusive of its conflict or choice of law rules except to the extent that U.S. federal law controls or unless otherwise specified in this Agreement. Subject to Section 3.5 (Binding Arbitration), all litigation shall be brought in the state or federal courts located in Salt Lake County, Utah.

### **3.5 Binding Arbitration**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, UNLESS YOU OPT OUT AS SET FORTH BELOW. FOR PURPOSES OF THIS PROVISION ONLY, THE TERMS "WE," "US," AND "OUR" INCLUDE BREX INC. AND/OR ITS PAST, PRESENT, OR FUTURE AFFILIATES EXCEPT BREX TREASURY, LLC, THEIR RELATED PERSONS OR ENTITIES, AND/OR ANY PREDECESSORS OR SUCCESSORS IN INTEREST. LEGAL CLAIMS INVOLVING BREX TREASURY, LLC ARE GOVERNED BY THE DISPUTE RESOLUTION PROVISIONS OF THE BREX BUSINESS ACCOUNT CUSTOMER AGREEMENT. FOR THE AVOIDANCE OF DOUBT, UNLESS YOU OPT OUT OF THIS SECTION PURSUANT TO THE PROCEDURES SET FORTH BELOW, THIS SECTION WILL GOVERN ANY CLAIMS YOU, OR ANY PERSONS OR ENTITIES CLAIMING THROUGH OR CONNECTED WITH YOU (E.G., ANY ENTITY OR PERSON YOU AUTHORIZE TO USE OR ACCESS YOUR BREX ACCOUNT), HAS AGAINST US.

You and We Agree to Arbitrate Disputes Between Us. Either you or we may, at either's sole election, require that the sole and exclusive forum for resolution of a Dispute be final and binding arbitration pursuant to this Binding Arbitration section, unless you opt out as provided below, in which case you and we may resolve the Dispute through litigation in court. Disputes are subject to arbitration regardless of whether they arise from contract, tort, a constitution, statute, common law, principles of equity, or any other legal theory. Disputes include matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. Nothing in this section affects the right of a party to seek temporary injunctive or declaratory relief from a court of appropriate jurisdiction in conjunction with a Dispute that is subject to arbitration in order to prevent imminent and irreparable harm.



The scope of this Binding Arbitration section is to be given the broadest possible interpretation that is enforceable. You and we agree that this Platform Agreement is entered into pursuant to a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §1, et seq., governs the interpretation and enforcement of this Binding Arbitration section.

**Opt Out Procedure.** If you want to opt out of this Binding Arbitration section, you may do so by delivering a written opt-out notice to Brex Inc., 50 W. Broadway, Ste 333, #15548, Salt Lake City, UT 84101, Attn: Legal Department. The written opt-out notice must be sent to this address within thirty (30) days of the date you accept this Platform Agreement for the first time and you are responsible for maintaining proof that it was sent within this time period (e.g. copy of postmarked mail containing the opt-out notice, copy of receipt from delivery service showing date the delivery service received the opt-out notice for delivery). The opt-out notice must identify the name of your company, state that you are opting out of the Binding Arbitration section of the Platform Agreement, and include the name and signature of someone authorized by you to opt you out of this section. You may send an opt-out notice by mail, delivery service, or courier, as long as it is sent to the address specified above within the specified time. No other methods can be used to opt out of this Binding Arbitration section. Opting out of this section has no effect on any previous, other, or future arbitration or dispute resolution agreements that you may have with us or third parties. If you opt out of this Binding Arbitration section, all other parts of the Platform Agreement will continue to apply.

**Arbitration Procedures.** In the event you or we elect to resolve a Dispute through final and binding arbitration pursuant to the terms of this section, the Dispute will be resolved by arbitration before a single arbitrator, as provided in this section, unless you and we mutually agree otherwise. All issues will be for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this Binding Arbitration section, or the interpretation or enforceability of the Prohibition of Class and Representative Actions and Non-Individualized Relief provision below shall be for a court of competent jurisdiction to decide.

Arbitration will be administered by JAMS or the American Arbitration Association (“AAA”), at the election of the party initiating arbitration. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, AAA’s Commercial Arbitration Rules (if AAA is chosen as the administrator) or JAMS’s Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures depending on the amount in dispute (if JAMS is chosen as the administrator), except to the extent such rules and procedures conflict with this Binding Arbitration section or any countervailing applicable law. You may review JAMS’s rules and procedures by visiting its website at [www.jamsadr.com](http://www.jamsadr.com). You may review AAA’s rules and procedures by visiting its website at [www.adr.org](http://www.adr.org). In the case of a conflict between the rules and procedures of the administrator and this Binding Arbitration section, this section shall control, subject to countervailing applicable law, unless all parties to the arbitration consent to have the rules and procedures of the administrator apply.

If the value of the relief sought in arbitration is \$50,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the discretion of the arbitrator to require an in-person

hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

Either you or we may commence arbitration by providing a written demand for arbitration to JAMS or AAA and the other party detailing the nature of the Dispute and the relief requested. The arbitrator will apply the substantive law as described in Section 3.4. Each party shall bear the expense of its own attorneys' fees and its out-of-pocket costs incurred in connection with the arbitration, except the appropriate apportionment of any administrative fees and expenses or arbitrator fees and expenses associated with the arbitration shall be determined by the arbitrator in the arbitration award. The award of the arbitrator shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

The arbitrator shall take steps to reasonably protect confidential information. The arbitration proceedings and information related to them will be maintained as confidential, including the nature and details of the Dispute arbitrated, evidence produced, testimony given, and the outcome of the arbitration, unless such information was already in the public domain or was obtained independent from the Dispute. Company and Brex, and all witnesses, advisors, and arbitrators will only share such information as necessary to prepare for or conduct arbitration or other legal proceedings, or to enforce the outcome of the same, unless additional disclosure is required by law.

Prohibition of Class and Representative Actions and Non-Individualized Relief. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED OR COULD HAVE BEEN ASSERTED IN COURT ON A PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. YOU AND WE ALSO AGREE NOT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION AGAINST US OR YOU. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION: (1) THE CLAIMS OF TWO OR MORE INDIVIDUALS OR PARTIES CANNOT BE CONSOLIDATED OR JOINED IN THE SAME ARBITRATION UNLESS THOSE PERSONS OR PARTIES ARE PARTIES TO A SINGLE TRANSACTION, AND (2) AN AWARD IN ARBITRATION SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE NAMED PARTIES ONLY, AND ONLY WITH RESPECT TO THE CLAIMS IN ARBITRATION, AND SHALL NOT (A) DETERMINE THE RIGHTS, OBLIGATIONS, OR INTERESTS OF ANYONE OTHER THAN A NAMED PARTY, OR RESOLVE ANY CLAIM OF ANYONE OTHER THAN A NAMED PARTY; NOR (B) MAKE AN AWARD FOR THE BENEFIT OF, OR AGAINST, ANYONE OTHER THAN A NAMED PARTY. NO ADMINISTRATOR OR ARBITRATOR SHALL HAVE THE POWER OR AUTHORITY TO WAIVE, MODIFY, OR FAIL TO ENFORCE THIS PROVISION, AND ANY ATTEMPT TO DO SO, WHETHER BY RULE, POLICY, ARBITRATION DECISION OR OTHERWISE, SHALL BE INVALID AND UNENFORCEABLE. ANY CHALLENGE TO THE VALIDITY OF THIS PROVISION SHALL BE DETERMINED EXCLUSIVELY BY A COURT OF COMPETENT JURISDICTION AND NOT BY JAMS, AAA, OR ANY ARBITRATOR.

Severability. If any portion of this Binding Arbitration section, other than the Prohibition of Class and Representative Actions and Non-Individualized Relief is deemed invalid or unenforceable, the remaining portions of this section shall nevertheless remain valid and in force. If a court decides that any of the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief is invalid or unenforceable because it would prevent the exercise of a nonwaivable right to pursue public injunctive relief and that decision is not overturned after any rights to appeal are exhausted, then any claim regarding the entitlement to such relief (and only that form of relief) must be severed from arbitration and may be litigated in court. Also, if a court decides that any of the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief is invalid or unenforceable for any other reason and that decision is not overturned after any rights to appeal are exhausted, then any claim that may not be arbitrated in accordance with the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief that are held to be invalid or unenforceable must be severed from arbitration and may be litigated in court. For the sake of clarity, in no event shall any court decision finding a provision of the Prohibition of Class and Representative Actions and Non-Individualized Relief invalid or unenforceable be deemed to authorize an arbitrator to adjudicate claims or make awards in a manner that is inconsistent with the terms of this Binding Arbitration section.

Future Amendments to this Binding Arbitration Section. Notwithstanding any provision in this Platform Agreement to the contrary, you and we agree that if we make any amendment to this Binding Arbitration section (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Binding Arbitration section that have arisen or may arise between you and us. We will notify you of amendments to this Binding Arbitration section by posting the amended terms on [www.brex.com](http://www.brex.com) at least 30 days before the effective date of the amendments and by providing notice through email to one or more designated administrators of your Brex Account. If you do not agree to these amended terms, you may close your Brex Account within the 30-day period and you will not be bound by the amended terms.

### **3.6 Compliance with Court Orders and Other Legal Process or Requests and Applicable Law**

If we are notified of or become aware of a court order or other legal process or request (e.g., subpoenas, garnishments, levies, warrants) or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may take certain actions, including without limitation providing information in our possession, custody, or control; holding payments to/from your Brex Account or holding or otherwise restricting funds in your Brex Account; or suspending, terminating, closing, or limiting access to your Brex Account. We will decide, in our sole discretion, which action is required or appropriate. We do not have an obligation to contest or appeal any court order or legal process involving you, your Entities or your Brex Account. We are not responsible to you or your Entities for any losses or consequences you sustain due to actions we may take to comply with a legal order, legal process or request, or applicable law. We may, but are not required to, provide you with Notice of any

court order, legal process or requests, or actions we may take in conjunction with them or in an effort to comply with applicable law.

### **3.7 Headings and Interpretation**

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 proceeding 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.

### **3.8 Changes to this Platform Agreement and Service-Specific Terms**

We reserve the right to amend this Platform Agreement and any Service-Specific Terms, including by deleting, modifying, or adding provisions, at any time by posting the amended version of this Platform Agreement or Service-Specific Terms to the Brex website. The amended version will be effective at the time we post it, unless otherwise noted. If any amendments materially reduce your rights or increase your responsibilities, we will provide you with at least 30 days' advance email notice of the amended Platform Agreement or Service-Specific Terms before the amended agreement/terms becomes effective as to you. Such email notice will be sent to the email address(es) we have on file for the Administrator(s) of your Brex Account. Your and/or your Entities' continued use of or access to your Brex Account or any Services, through the actions of any Administrator or User, after any amended Platform Agreement or Service-Specific Terms becomes effective as to you constitutes acceptance of the amended agreement/terms. If you do not agree with any amended Platform Agreement or Service-Specific Terms, you may close your Brex Account in a manner consistent with this Platform Agreement or stop using the Service to which any amended Service-Specific Terms apply before it becomes/they become effective as to you. It is your responsibility to ensure that the contact information, including any email addresses, associated with your Brex Account remains accurate and current. Please contact us immediately if your contact information changes so we can assist with updating your account.

You are responsible for notifying Entities and Users of any applicable updates to the Platform Agreement, any Service-Specific Terms, and all terms, agreements, and policies incorporated by reference, and for ensuring Entities and Users comply with such updates. We may or may not provide Notice of updates directly to Entities and Users.

Outside of amendments made consistent with the terms of this Platform Agreement and any Service-Specific Terms, the only other way this Platform Agreement or Service-Specific Terms may be amended or otherwise modified is through an agreement in writing that is duly signed by an authorized representative of Brex and an authorized representative of Company.

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 or Service-Specific Terms for any

other or future acts, events, or conditions. Further, any delay by Brex in enforcing our rights under this Platform Agreement or Service-Specific Terms does not constitute forfeiture or waiver of such rights.

### **3.9 Assignment**

You may not transfer or assign (by operation of law or otherwise) this Platform Agreement, any of your rights or obligations hereunder, or operation of your Brex Account, without Brex's prior express written consent. If you wish to make such a transfer or assignment, or the ownership of Company or any Entity is changing, you must give us prior written notice. If we consent to such a transfer or assignment by Company, the assignee or successor must assume all of Company's rights, obligations, and liabilities under this Platform Agreement and your relationship with Brex, and will be bound by all the terms of this Platform Agreement. In the event of a change in ownership of an Entity, you will continue to remain fully responsible for the use of your Brex Account by the Entity's assignee or successor, if such assignee or successor is granted access in our sole discretion. Brex 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 Brex.

### **3.10 Entire Agreement**

This Platform Agreement, any Service-Specific Terms that may apply to you based on your use of the Services, and any terms, agreements or policies incorporated by reference, constitute the entire understanding of the parties with respect to the subject matter described and supersede 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, any applicable Service-Specific Terms, and any terms, agreements or policies incorporated by reference, will be binding unless in writing and signed by Company and Brex.

### **3.11 Severability**

Unless provided otherwise in this Platform Agreement, if any provision of this Platform Agreement is held by a court or arbitrator to be invalid or unenforceable, that provision will be fully severable, such provision shall be construed and enforced in a manner that reflects the original intentions of the parties as closely as possible and is consistent with applicable law, and the remaining provisions of this Platform Agreement shall remain in full force and effect.

## **4. Defined Terms**

Capitalized terms in this Platform Agreement are defined as follows:

Administrator means an individual(s) with the requisite power and authority to conduct business and manage Company's Brex Account, including Entity access and use of that Account, and act on behalf of Company, including consenting or binding the Company to this Platform Agreement and binding Company or Entity to any Service-Specific Terms, as designated by Company.

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

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.

Brex Account means your Company's account(s) with Brex that is/are used to access the Services, including your Brex Business Account, if applicable.

Brex Business Account means the cash management, payment and other Services offered by Brex Treasury. It is any self-directed account(s) managed by Brex Treasury on your behalf for the purchase, sale, or carrying of securities. If Company has multiple Brex Business Accounts, references to a single Brex Business Account means the first such account Company opened, unless we tell you otherwise via Notice.

Brex Business Account Agreement means the Brex Business Account Customer Agreement, one of the Service-Specific Terms which is entered into between Company and Brex Treasury to govern terms related to your Brex Business Account.

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

Brex Empower means the Brex Empower platform available through the Brex dashboard or Brex mobile application.

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

Brex Treasury means Brex Treasury LLC, a FINRA-registered broker-dealer.

Card Networks means the payment card networks including Visa or Mastercard.

Cards means physical or virtual payment cards issued by an Issuer and managed through your Brex Account.

Charge means a payment for goods or services made using a Card to a merchant that accepts payments on the applicable Card Network.

Company Data means information or documentation provided by Company or an Entity to Brex, and which includes Financial Data, Entity Data, and any Personal Data provided by Company, Administrators, or Users.

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

Credentials means usernames, passwords, and other identifiers or credentials used to assist in identification and authentication with regard to use of the Services or to access your Brex Account.

Dispute means any past, present, or future claim, dispute, or controversy involving you (or persons or Entities claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of the Platform Agreement, any Services, any application for a Brex Account, and/or the activities or relationships that involve, lead to, or result from any of the foregoing.

Entity means an affiliated legal entity of Company that you have expressly allowed access to your Brex Account, with Brex's approval.

Entity Data means information or documentation provided by Company to Brex about an Entity, and which includes Financial Data and any Personal Data provided by Company or an Entity, Administrators, or Users.

External Account - an account held at a financial institution by someone other than you, such as an Entity or a natural person employee

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 Brex Account.

Financial Data means Company's or an Entity's bank balance, transaction, account, or other information accessible to Brex through Linked Accounts, External Accounts or Third-Party Services.

Fines means all fines, penalties, or other charges imposed by Brex, a Service Partner, governmental agency or regulatory authority arising from your breach of this Platform Agreement, any of the Service-Specific Terms, or other agreements you have with Brex or a Service Partner.

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

Linked Account means any account that is held with a financial institution (including Brex Treasury) and is connected to your Brex Account and authorized for payment of Charges, Fees, and Fines.

Natural Person Applicants means the natural person who applies for a Brex Account on Company's behalf.

Notice means any physical, voice, or electronic communication, or legal notices that are provided or directed to Company, Users, or Administrators through phone call, text or SMS, email, push notification, Whatsapp, Company's Brex Account, or by any 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 any terms, agreements, and policies referenced including the User Terms, [Rewards Terms](#), and any Service-Specific Terms applicable to the Services you or your Entities use.

Prohibited Activities means the business types and activities posted on our website as updated from time to time.

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 a Brex Account or Services to such person or from otherwise conducting business with the person.

Restricted Activities means the business types and activities posted on our website as updated from time to time.

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

Service Partner means a bank, financial institution, or other partner that provides services directly related to one or more Services.

Service-Specific Terms mean the terms and agreements applicable to particular Services offered by Brex, including the Cash Agreement, the Brex Card Program Terms, the Card Terms, any Service Partner terms, and any other terms and conditions that govern access to and use of any Service.

Services means the financial products, technology, expense management, cash management, payment services, integrations with Third-Party Services, and all other services provided by Brex, including those available through your Brex Account.

Third-Party Services means services and data provided by third parties in relation to or provided through the Services. Third-Party Services include but are not limited to accounting or expense management platforms (such as QuickBooks, Xero, and NetSuite), payment processors and e-commerce platforms (such as Shopify), and applications used to monitor Linked Accounts (such as Finicity).



Third-Party Service Provider means an affiliate, agent, representative or other third party that assists us in providing the Services to you or an Entity, that supports our internal operations, or that provides other services related or connected to, or provided through the Services or a Brex Account.

Users means any employees, contractors, or agents authorized by Company or an Entity to use the Services on Company's behalf or on Entity's and issued Credentials by Brex or Company, and includes Administrators and other account roles as designated by Brex.