



Built for Construction Terms of Service

Welcome to <https://getbuilt.com/> a website of Built Technologies, Inc. ("Built," "we," or "us"). This page explains the terms by which you may use the construction finance and payment services we make available to you on our website or on our mobile application (collectively the "Services"). By submitting your application to obtain an account with us ("Account") and to use the Services, you signify that you have read, understood, and agree to:

- These Built Terms of Service ("Agreement")
- The collection and use of your information as set forth in the [Built Privacy Policy](#)
- For any Payment Services you may receive, the Additional Terms and Conditions for Payment Services as set forth in the Exhibit 1 to this Agreement
- The payment of service fees charged by Built for access to and use of the Services, which may be charged at the time of a transaction and/or included in a monthly invoice ("Fees"). Such Fees may be specified in a separate agreement which may include, without limitation, order forms, trial agreements, and online subscription forms, which shall control over this Agreement in the event of a conflict.

Certain Built Services may also require that you accept additional Terms of Service and/or policies applicable to the specific Service ("Additional Terms"). Any such Additional Terms will be presented to you for your review and consent when you sign up to use the specific Services to which the Additional Terms apply. The Additional Terms shall control over this Agreement in the event of a conflict between the two. You agree that your use of a Service governed by Additional Terms constitutes your agreement to be bound by those Additional Terms as well, and that this Agreement and all applicable Additional Terms constitute the Agreement applicable to you.

Built reserves the right to make unilateral modifications to the Agreement, the Additional Terms and our policies and will provide notice of these changes by posting an updated version to our [website](#). If you do not accept all applicable agreements and policies, and the procedures for modifying those agreements and policies, do not submit an application to Built and do not use any Services offered on our [website](#) or mobile application. Use of any such Services will be deemed to be acceptance of all applicable agreements and policies.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

THIRD-PARTY SERVICES AND LINKS TO OTHER WEBSITES. The Services may enable you to connect to third-party services or products ("Third Party Services"). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not with Built. The Services may contain links to third-party websites. The inclusion of a link to a third-party website does not imply approval, endorsement, or recommendation by Built. Such third-party websites are not governed by this Agreement. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third-party website, our Privacy Policy is no longer in effect. Your browsing and interaction on a third-party website, including those that have a link in the Services, is subject to that website's own terms, rules and policies.



If you have any questions about this Agreement, please contact us at: legal@getbuilt.com.

- I. **ACCEPTABLE USE.** You agree not to use the Services for the following purposes (“Restricted Activities”):
- For unsupported transfers, including sending money not in direct exchange for a rendered good or service; for alimony or to escrow accounts; as a donation to an organization not classified as a registered charity;
 - Other than for legitimate payment purposes (e.g., to test or probe card behaviors);
 - For unsupported goods and services, including:
 - gambling and related activity (such as lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues, internet gaming, contests, sweepstakes, and games of chance);
 - unsupported debt types (such as credit card balances, uncollateralized loans, auto title loans);
 - certain investment accounts or to fund unsupported investments, including but not limited to 401(k) accounts, 403(b) plans, 457 plans, 529 plans, and IRAs;
 - controlled substances and related goods or services;
 - tobacco, e-cigarettes, and e-liquids;
 - pharmaceuticals, nutraceuticals and related goods or services;
 - pornography, obscene materials, and sexually-related or “adult” services;
 - weapons, munitions, gunpowder, fireworks, and other explosives;
 - gold, diamonds, precious metals and related goods or services;
 - toxic, flammable, and radioactive materials; or
 - other goods and services subject to government regulation.
 - In violation or potential violation of applicable law, regulation, rule, or legal interest, including:
 - sending or receiving potentially fraudulent funds;
 - in the course of any activity regulated by the Financial Crimes Enforcement Network (FinCEN) or any other relevant regulatory body;
 - infringement or potential infringement of any party’s copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - acting in a manner that could be defamatory, trade libelous, threatening or harassing; or
 - using your Account or the Services in violation of applicable payment network rules.
 - In a manner detrimental to our provision of the Services, including:
 - the provision of outdated, false, inaccurate, or incomplete information;
 - using any promotional or referral programs in a manner deemed abusive or against the intention of said programs;
 - maintaining or using multiple Accounts;
 - allowing other individuals to access or use your Account;
 - using an anonymizing proxy;
 - using the Services in a manner that results in or may result in complaints, disputes, claims, chargebacks, fees, fines, penalties and other liability to Built, a third party, or you;
 - imposing unreasonable demands on our technical or personnel resources;
 - facilitating viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
 - using any robot, spider, other automatic device, or manual process to access, monitor or copy our website without our prior written permission;
 - using any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Services;
 - taking any action that may cause us to lose any of the services provided by our United States-based



business payment recipients (“Payment Recipients”), payment processors, or other suppliers;
- reselling, re-skinning, or otherwise distributing our Services; or
- breaching this Agreement or any other agreement or policy that you have agreed to with Built.

Right to Investigate and take other Actions

- Built may request more information relating to your use of the Services to seek to identify any Restricted Activities. You agree to promptly cooperate in any investigation and to provide any requested information.
- Built or its bank partners (each, a “Bank” and collectively, the “Banks”), to the extent applicable, reserves the right to, in its or their sole discretion and at any time, take any or all of the following actions:
 - Close, suspend, or limit your access to your Account or the Services;
 - Hold, return, or reclaim funds;
 - Update inaccurate information;
 - Refuse to provide Services to you or related parties in the future;
 - Contact your bank or notify other users, Payment Recipients, law enforcement, or impacted third parties of your actions; or
 - Take legal action against you.
- When not otherwise obligated by regulatory or compliance considerations, Built will provide you with notice of any such actions.

II. ELIGIBILITY AND SETTING UP YOUR ACCOUNT.

- Eligibility Requirements. Only lawfully formed business entities are eligible to use the Services. Individuals, consumers, or any non-commercial entities are not eligible to apply for or use the Services. You may only apply for an Account or use the Services if you are a legal entity formed and registered in the United States and can form a binding contract with Built, and agree to act only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use of or access to the Services for consumer or non-commercial purposes, by anyone under 18, or by any individual who is not your employee, contractor, agent, or other individual permitted to use your Account on your behalf, is strictly prohibited and in violation of this Agreement. To use Payment Services, you must have a valid deposit account at a Built-supported Bank or payment card issued on a Built-supported network.. Other restrictions may apply.
- Creating an Account. In order to access the Services as a user, you must create an Account. When you set up your Account, you will be required to create log-in credentials by providing certain types of personal information, including your name, a valid email address, information about your business, and a strong password (collectively, your “Registration Information”). We may also request additional information, such as your business’ EIN after you have created your Account. You agree to provide true, accurate, and complete Registration Information and to notify us promptly if any of your Registration Information, including your email address, changes. You agree that you will take all necessary precautions to safeguard your Registration Information, password and other authentication details and keep them confidential. You are responsible for all activity that occurs in association with your Account. Built is not liable for any loss or damages caused by your failure to maintain the confidentiality of your Account credentials.



- Multiple Users. Each Account will be required to establish a primary administrator to manage user access to the Account and applicable permissions for each user (each, an “Authorized Delegate”). You may grant Authorized Delegates the right to access and use the Services on your behalf and you remain at all times responsible for all actions and omissions of your Authorized Delegates. Any act or omission by any Authorized Delegate, which, if it were an act or omission by you would be a breach of this Agreement, shall be deemed to be a breach of this Agreement by you. You will manage your roster of Authorized Delegates and will promptly deactivate the Authorized Delegate if you wish to terminate the Authorized Delegate’s access to the Services. You will ensure the security and confidentiality of your Account and will use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You will be responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Services through your Account.
- Privacy; Identity Authentication. You authorize Built, directly or through third parties, to make any inquiries we consider necessary to verify your or your business’ identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, financial accounts, or information associated with your business, and verifying your Personal Information and your Business Information against third-party databases or through other sources. If Built cannot verify your or your business’ identity, Built reserves the right to deny you use of the Services or to limit your use of your Account.

II. Grant of License

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services as permitted by the features of the Services. Built reserves all rights not expressly granted herein in the Services and the Built IP (as defined below). Built may terminate this license at any time for any reason or no reason. The Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and user content belonging to other users (the “Built IP”), and all intellectual property rights related thereto, are the exclusive property of Built and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Built IP. Use of the Built IP for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Services, including, without limitation, about how to improve the Services or our products. By submitting any such comments or ideas, you agree that your disclosure is gratuitous, unsolicited and without restriction, and will not place Built under any fiduciary or other obligation, and that we are free to use the comments or ideas without any additional compensation to you, or to disclose the comments or ideas on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Built does not waive any rights to use similar or related ideas previously known to Built, or developed by its employees, or obtained from sources other than you.

You understand that by using the Services you consent to the collection, use and disclosure of information about your business (“Business Information”) and aggregate data we collect from your use of the Services



("Site Data") as set forth in our [Privacy Policy](#), and to have your Business Information and Site Data collected, used, transferred to and processed in the United States. You grant us a worldwide, irrevocable license to use, modify, distribute, copy, and create derivative works from Site Data for the purposes identified in this Agreement.

Built uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your Business Information and to implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your Business Information for improper purposes. You acknowledge that you provide your Business Information at your own risk.

III. APPLICABLE TAXES AND PENALTIES.

Taxes. You are responsible for all, if any, applicable taxes arising from your use of the Services. You are furthermore responsible for all fees, fines, penalties and other liability incurred by Built, yourself, or a third party caused by or arising out of your breach of this Agreement and/or your use of the Services. You agree to reimburse Built or a third party for any and all such liability.

Collection of Funds Owed. In the event that you are liable for any amounts owed to Built, including for payments forwarded to Payment Recipients for which you initiate a chargeback or ACH return, you authorize Built to collect such amounts from your default payment method or other available payment methods. If you do not have sufficient funds available to fulfill such payment, Built may engage in collection efforts and/or other legal actions to recover such amounts from you.

IV. WARRANTY, LIMITATION OF LIABILITY.

DISCLAIMER OF WARRANTIES. BUILT PROVIDES THE SERVICES "AS IS" AND WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. BUILT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BUILT IS NOT RESPONSIBLE FOR YOUR FAILURE TO PERFORM OBLIGATIONS UNDER THE AGREEMENT AND DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY YOU, BUILT, OR ANY THIRD PARTY. BUILT ENDEAVORS TO PROVIDE A USEFUL AND ENJOYABLE EXPERIENCE FOR USERS AND ATTEMPTS TO PROVIDE SUPPORT TO ENSURE THAT USERS ARE ABLE TO EFFECTIVELY USE THE SERVICES. HOWEVER, BUILT MAKES NO WARRANTY REGARDING THE AVAILABILITY OF THE SERVICES, OR ANY OTHER PROMISE REGARDING UPTIME, MINIMUM LEVEL OF SERVICE, OR USER SUPPORT TO ANY USER RELATED TO SUCH USER'S USE OF SERVICES.

LIMITATION OF LIABILITY. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL BUILT, OUR SUPPLIERS, BUSINESS PARTNERS AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, AFFILIATES, BENEFICIARIES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, "BUILT PARTIES") BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT ANY BUILT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). THE TOTAL LIABILITY OF BUILT PARTIES (IN AGGREGATE) TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF THE TOTAL FEES PAID BY YOU TO BUILT IN THE SIX (6) MONTHS PRIOR TO THE DATE UPON WHICH THE APPLICABLE CAUSE OF ACTION AROSE OR \$100.00.



- a. **INDEMNIFICATION.** You agree to defend, indemnify and hold Built and Built Parties harmless (including payment of reasonable attorney's fees) against any claim or demand (including attorneys' fees) made or incurred by any third party arising out of or relating to (a) your breach of any provision of this Agreement; (b) any actions taken by Built pursuant to your instructions, including wage-and-hour law claims; (c) your use of the Services; (d) your obligations to pay Fees or fines to Built or any third parties; (e) the negligence or willful misconduct of your affiliates, employees, contractors, or agents; and (f) all third-party indemnity obligations Built incurs as a direct or indirect result of your acts or omissions (including indemnification of any payment card network, card issuer, or intermediary bank).

THIRD PARTY CLAIM RELEASE. Built facilitates various potential transactions between you and third parties including exchanging lien waivers, invoices, and payments. Built is not a party to any such transactions conducted through the Services. If you have a claim against one or more third parties, you release Built and Built Parties from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any such claims.

V. DISPUTE RESOLUTION AND ARBITRATION.

Governing Law and Forum. This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in San Francisco County, California.

WAIVER OF JURY TRIAL AND CLASS ACTIONS. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION AND THAT (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST BUILT PARTIES; (ii) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST BUILT PARTIES; (iii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST BUILT PARTIES AND/OR RELATED THIRD PARTIES.

In the event of a dispute, claim, or controversy ("Claim") between you and Built Parties or you and one or more Banks, arising from or relating in any way to this Agreement, the Services, or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, the Claim shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules. All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis. You and Built Parties and you and one or more Banks (as the case may be) will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and Built Parties or you and one or more Banks. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this section shall be non-severable from the remainder of this section.

Arbitration Terms. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY



10017, telephone 1-800-778-7879. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND BUILT PARTIES AND YOU AND ONE OR MORE BANKS MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS), BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

VI. Account Closure & Termination

- a. **TERMINATION.** You may request the closure of your Account at any time by emailing Built at legal@getbuilt.com. Built also reserves the right to close your Account at any time with or without notice to you for any reason (including failure to pay Fees or inactivity). You will remain liable for all obligations related to your Account even after your Account is closed, including any Fees or charges already due to Built. You may not close your Account to evade an investigation. Any payments processed prior to Account closure will be completed by the Services, except those that may be cancelled following a review of your payment ("Payment Review"). All scheduled payments for which you have not yet been debited at the time of Account closure will be considered cancelled. If you have entered into a subscription agreement with Built, any termination of the subscription agreement is subject to the terms and conditions of the subscription agreement and you remain obligated to pay the fees under the subscription agreement until properly terminated.
- b. **BUILT'S SUSPENSION AND TERMINATION RIGHTS.** Built, in its sole discretion, reserves the right to suspend or terminate this Agreement, or suspend, terminate, or limit your access to, or use of, your Account or some or all of the Services at any time upon notice to you. Please note that Built reserves the right to terminate the Services at any time. Built will try to notify you in advance, but is not obliged to do so.

VII MISCELLANEOUS

- a. **CONSENT TO ELECTRONIC COMMUNICATIONS.** Because the Services are provided electronically, you agree that Built may communicate and do business with you electronically. Your consent to do business electronically and our agreement to do so covers all transactions and communications you conduct through all Services. If you do not consent to electronic communications, you must not use the Services. You may request a paper copy of any electronic communication within 180 days of the date we provided the communication to you. Built will provide paper copies free of charge. Requests to receive any paper copy may be made by mailing a written request to: Built Technologies, Inc. Legal Department, 635 Grassmere Park, Nashville, TN 37211.
- b. **Hardware and Software Requirements.** In order to access the Services, you will need: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports 128-bit encryption, and an email address. By clicking the "Sign Up" button, you are confirming to Built that you have the means to access, and to print or download communications and to use the Services. You agree that you are solely responsible for the hardware and software, as well as any associated fees, necessary to access the Services. You agree that you are solely responsible for ensuring that adequate and appropriate security protocols are in place and observed with regard to such hardware and software. Any security breach of such hardware or software shall be solely your



responsibility and you furthermore indemnify Built from any claims that may arise due to your failure to observe adequate security for your hardware and software.

- c. COMPLETE AGREEMENT. This Agreement together with the Additional Terms and any other Built documents, policies and/or agreements referenced herein sets forth the entire understanding between you and Built with respect to the Services. The following sections of this Agreement and all other terms which by their nature should survive, will survive the termination of this Agreement: Limitation of Liability, Disclaimer of Warranties, Dispute Resolution and Arbitration, Release of Built, and General. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- d. INTELLECTUAL PROPERTY. As between you and Built, all proprietary and intellectual property rights in the Services and the Built IP are expressly reserved to and remain the sole and exclusive property of Built. Without limiting the generality of the foregoing, "Built", and all logos related to Built, are either trademarks or registered trademarks of Built or its licensors. You may not copy, imitate or use them without Built's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Built. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Built website, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of Built and its licensors.
- e. FORCE MAJEURE. Built shall not be liable for any issues or delayed performance caused by circumstances beyond Built's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, service provider failures or delays.
- f. ASSIGNMENT. You may not transfer or assign any rights or obligations you have under this Agreement without Built's prior written consent. Built reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.
- g. SEVERABILITY. If any provision of this Agreement is held to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- h. NO WAIVER. If Built fails or delays in exercising any right, power or remedy or to take action against any breaches of this Agreement, it does not mean that it waives its right at a later time to enforce the same.
- i. Legal Orders. We may respond to and comply with any subpoenas, warrants, liens, or any other legal order we receive related to your use of the Services. We are not responsible to you for any losses you incur due to our response to such legal order. We may hold funds or provide information as required by the issuer of the legal order or take any other actions we believe are required of us under legal orders. Where permitted, we will provide you reasonable notice that we have received such an order.
- j. CONTACTING BUILT. Unless otherwise stated in this Agreement, notices, inquiries, and requests to Built should be emailed to legal@getbuilt.com. Please note that email communications sent to Built for Account-related matters (e.g., late fee reimbursements, refund requests, etc.) must come from the email address listed in your Account. Account-related communications initiated via other channels may require identity verification in order to obtain information or change settings.



Exhibit 1

Additional Terms and Conditions for Payment Services

1. OVERVIEW OF PAYMENT SERVICES.

- a. Description of the Payment Services. Built's Payment Services generally enable United States-based businesses and freelancers ("Payors") to transmit payments for commercial purposes to Payment Recipients. For access to and use of the Services, Built may charge users a Fee at the time of payment submission.
- b. Payment Service Providers. Payment Services may be enabled by one or more payment service providers ("PSP"), and any of the Services may be delegated to a PSP at Built's discretion. You will be required to enter into a separate agreement with the PSP in conjunction with your use of the Services. That separate agreement will be in addition to this Agreement and will apply to the services provided by the Payment Service Provider. Payment Services are further facilitated by the Banks. Collectively PSP and the Banks may be referred to as "Built Payment Associates" throughout this Agreement.

2. AN INDEPENDENT THIRD PARTY.

Built is an independent, third-party that is not formally affiliated with your Payment Recipients. You acknowledge and agree that your use of the Services does not in any way constitute a tri-party agreement between you, Built, and your Payment Recipients. Accordingly, neither Built nor Built Payment Associates have responsibility nor will have liability for any consequences resulting from your interactions or contracts with Payment Recipients, including but not limited to payment terms, the proper and timely delivery of goods or services, and any associated disputes which may arise. You further acknowledge that your use of the Services does not alter or affect any Payment Recipient payment terms, including but not limited to deadlines, payment plans, late fees, and refunds. Neither Built nor Built Payment Associates endorse, recommend, or bear any responsibility or liability for any products, services, or statements presented by Payment Recipients. Payment Recipient statements and opinions are not representative of Built or Built Payment Associates.

- a. Linking a Payment Method. Once you have created an Account, you may link various payment methods, including your depository accounts with financial institutions (each, a "Bank Account") or credit or debit cards. We use Plaid Technologies, Inc. ("Plaid") to gather your data from financial institutions. By using the Services, you grant Built and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy available at <https://plaid.com/legal>. Please note that payment methods may be saved to your Account for easy reference and submission.
- b. Payment Method Verification. Upon addition to your Account, your Bank Account may be verified to confirm its validity. A temporary, small authorization charge may appear on your bank statement. You authorize Built to credit your Bank Account with two (2) different and random micro-deposits, which you will be required to enter once prompted through the Services. You also authorize Built to debit your Bank Account for the amounts of the two (2) microdeposits within ten (10) business days.



- c. Payment Method Representations. When you add a payment method to your Account, you agree to the following:
- You have the authority to disclose the payment method information and to bind the person or organization for which you act;
 - You authorize the initiation of debit or credit entries, as applicable, to the payment method in accordance with instructions inputted through the Services, and, if necessary, the initiation of adjustments for any transactions debited or credited in error;
 - You acknowledge that transactions initiated from your payment method must comply with the provisions of U.S. law;
 - Your authorization will remain in effect until not later than thirty (30) days after Built receives written notice from you of your desire to cancel; and
 - You will not use the Services for personal, family, or household purposes;
- d. Your Existing Payment Method Terms.
- All payment method usage associated with payments submitted via the Services are subject to existing terms for your payment method, including any relevant credit or transactional limits, credit and interest terms, and rewards programs. Where applicable, Built (and to the extent applicable, the Banks) retains all rights and authority for the treatment of your payment methods via the Services, which may supersede your payment method program terms. For example, Built may impose a transactional limit on your payment method for payments via the Services, which may be a lower value than the amount allowed by your payment method.
 - Payments may only be made to U.S. dollars. We may, in our sole discretion, impose limits on the size, frequency, and timing of payments sent through the Services, on a per transaction or a cumulative basis, and change those limits at any time.
- e. Restrictions on Payment Methods. To prevent fraud and comply with legal obligations, we may ask for additional information from you and from third parties. We may put your payment or your payment method on hold for review. If you do not cooperate with our review process, your payment may be delayed or declined. We reserve the right to limit or refuse your use of a particular payment method for any reason in our sole discretion. We may impose limitations on the size, frequency, and timing of payments. We may decline to make payments or otherwise deny you use of the Services, and we may decline to explain why.
- f. Payment Recipient Setup. To use the Services, a Payor may enter payment information for Payment Recipients. The Payor must provide correct and current payment information for each Payment Recipient as follows:
- For all payment methods, the Payor must provide the Payment Recipient name and remittance address.
 - In addition, for electronic payments, the Payor must:
 - Invite the Payment Recipient to set up an Account by sending the Payment Recipient an email invitation through the Services;
 - Input the Payment Recipient's bank routing number and bank account number through the Services;
 - Input the Payment Recipient's telephone number and email address; or
 - Confirm existing Payment Recipient details (if they have previously used the Services and Built has retained such Payment Recipient details).



Please note that the ability to effect electronic payments to new Payment Recipients will depend on the Payment Recipient's willingness to provide us and the Banks with its banking details. If the Payment Recipient does not provide this information, neither the Banks nor Built will be able to complete your transaction electronically and we or Built Payment Associates will send such Payment Recipient a paper check.

You are responsible for verifying the accuracy of the foregoing Payment Recipient information prior to scheduling payments, and neither Built nor the Banks will have liability for losses or damages due to your or your Payment Recipient's actions or inactions. It will take several business days to complete the verification process required to activate the Account for electronic payments.

3. MAKING PAYMENTS THROUGH THE SERVICES.

- a. Payment Submission. You may submit payments for immediate or future processing via the Services. You must submit the following information to initiate a payment:

- a Payment Recipient;
- a payment method;
- a payment amount; and
- your invoice number.

Built may require additional information from you at the time you submit a payment. This may include, but is not limited to, requesting additional documentation related to a specific payment or additional details regarding the designated Payment Recipient or the Payor.

Any or all of the above fields may be pre-filled for you. As further outlined in our Privacy Policy and the Banks' privacy policies, you agree to allow Built (and, to the extent applicable, the Banks) to share this information with your Payment Recipient.

- b. Satisfactory Goods or Services. You hereby forfeit any future claims regarding the insufficient or unexpected quality or untimely delivery of the goods and services provided, including those Services rendered by Built in exchange for your payment of fees and those services rendered by the Banks.
- c. Processing Payments. Payments made through the Services require sufficient time for your Payment Recipient to receive your payment and credit your account accordingly. To make a payment, use the Services to select the date ("Process Date") on which Built (or Built Payment Associates) will debit your payment method to pay a bill or an invoice. The Services will indicate the earliest possible Process Date for each payment. We will use commercially reasonable efforts to issue payment within one to two business days following the Process Date, depending on the size of the payment and subject to a Payment Review.

You will be solely responsible for scheduling payments and selecting a Process Date for each payment that allows sufficient time for the payment to be delivered on or prior to the bill's due date. Typically, it takes two to three full business days after the Process Date to post an electronic payment and five full business days to deliver a check payment within the territorial United States by first class mail. Note, however, that the expected delivery time frame is a projected estimate based on Built's historical performance for a given disbursement channel, and is subject to change.



Payments submitted for immediate processing will require successful payment method authorization at time of submission, while payments marked for future processing will require payment method authorization on the Process Date indicated for the payment. If a payment method fails to authorize, Built and Built Payment Associates will be unable to continue to process your payment, and Built will notify you via the Services.

d. Scheduled Payments.

- Payments may be submitted with a Process Date in the future ("Scheduled Payments"), but must be assigned to a payment method at time of submission which remains valid through the payment Process Date. The details of a Scheduled Payment, including associated Fees, are locked in at time of submission, except where noted otherwise.
- Prior to its Process Date, a Scheduled Payment may be canceled or edited via the Services. Editing a Scheduled Payment is functionally treated as the deletion of the original Scheduled Payment and creation of a new Scheduled Payment, and accordingly may result in alterations not specifically requested including, but not limited to, recalculation of associated fees, and reiteration of any applicable Payment Review processes herein.

- e. Faster Payments. Built may make available to approved Payors and/or Payment Recipients a service that enables such Payors and/or Payment Recipients, as applicable, to request that certain eligible payments be delivered more quickly ("Faster Payments"). Faster Payments may be subject to an additional Fee which will be displayed to an approved Payor and/or Payment Recipient, as applicable through the Services at the time such Payor and/or Payment Recipient requests a Faster Payment. In connection with Faster Payments, Payors or Payment Recipients, as applicable, remain responsible to Built for chargebacks, clawbacks and ACH returns pursuant to this Agreement. Please note that we may disable Faster Payments for any payment at any time at our discretion based on eligibility requirements, and we will not charge you a fee if we do so. We do not guarantee the availability of Faster Payments, and we may make changes to the service or discontinue it at any time.
- f. Payment Recipient-Paid Fees. In the future Built may support payment-recipient-paid fees. In such event, when a Payment Recipient agrees to pay the Payor Fees and so informs us, Built will charge the relevant Payor Fees to the Payment Recipient's linked payment method at the time of delivery of Payor's payment. The Payor Fees shall be processed as a separate transaction to the Payment Recipient.

4. PAYMENT AUTHORIZATION.

a. General Payment Authorization.

- By providing us with the names and account information of Payment Recipients to whom you wish to direct payments, you authorize us and the Banks to follow the payment instructions that are received from you. In order to process payments more efficiently and effectively, the Banks, at Built's instruction, may submit payments to the best known Payment Recipient address. When necessary, the Banks, at Built's instruction, may alter payment data or data formats or change or reformat your Payment Recipient account number to match the account number or format required by your Payment Recipient for electronic payment processing.



- When Built or the Banks receive a payment instruction, you authorize each such party to debit your payment method and remit funds on your behalf. You also authorize Built or the Banks to credit your payment method for payments returned to us by the United States Postal Service or Payment Recipient, or payments remitted to you on behalf of another authorized user of the Services.
- b. ACH Authorization. Where you choose to pay a Payment Recipient via ACH, you authorize Built or the Banks to debit your payment method in increments or as a lump sum and remit funds in accordance with your payment instructions through the ACH. You also give Built or the Banks the right to resubmit any ACH debit that is returned for insufficient or uncollected funds, or any other reason. You agree that payment transactions will be governed by the rules established by NACHA, the Electronic Payments Association, as in effect from time-to-time, under which you are an "Originator", Built is a "Third Party Service Provider," and the Banks are the "Originating Depository Financial Institutions." You are responsible for all claims, demands, losses, liabilities and expenses (including attorneys' fees and costs) that result directly or indirectly from your failure to perform your obligations under the NACHA rules and you indemnify Built and the Banks for the same.
- 5. **TRANSACTION CLASSIFICATION**. Treatment of Built authorizations is managed in the sole discretion of the issuing Banks. You waive any claim you may have at any time against Built or the issuing Banks for any consequences resulting from the issuing Banks' treatment of card authorizations, which may include but are not limited to cash advance fees, impacted reward program earnings, or altered credit programs and interest rate terms.
- 6. **PAYMENT REVIEW**.
 - a. Review. At any time post submission, your payment may be subject to review, which serves to better understand the nature of and reason for your payment. During this review process and for any reason, Built or the Banks may place a temporary hold on the delivery of your payment for as long as reasonably required to conduct an appropriate inquiry regarding you, the Payment Recipient, your business, a bill, payment history, and other relevant circumstances and factors.
 - b. Cooperation. You acknowledge that Built's ability to efficiently and effectively review your payment is reliant upon your cooperation, and you waive any and all claims against Built and the issuing Banks from any negative impacts to the delivery of your payment arising from delayed, incomplete, or insufficient responses to our inquiries.
 - c. Result of Payment Review. Depending on the results of this review, Built may instruct the Banks to clear the payment, reverse the payment, or hold the payment pending instructions from a government agency. Built also reserves the right to cancel any payment. In such cases and as permitted by applicable law, your funds will be returned to you via the original payment method, or if necessary via other means.
- 7. **RETURNED TRANSACTIONS**. If a Payment is returned by the Payment Recipient or the United States Postal Service, Built will use commercially reasonable efforts to provide you with notice of the returned Payment and will offer you, through the Services, the choice whether to void and credit or void and reissue the Payment. You agree that neither Built nor the issuing Banks shall have any liability for any such returned Payments. Unless otherwise directed by you, Built will void all returned Payments. You hereby authorize Built or the Banks to credit such Payments to your payment method.
- 8. **INSUFFICIENT FUNDS**. You agree at all times to maintain sufficient funds in your payment method to satisfy all obligations including returns, reversals, and associated fees, and to add funds immediately if Built notifies you that your funds are insufficient. Without limiting any other available remedies, if



any payment initiated from your payment method is returned because of insufficient funds, you must reimburse Built (or to the extent applicable, the Banks) for any corresponding payment amount immediately upon demand, plus exceptions processing fees, plus any bank fees, charges or penalties for return items. Built and the issuing Banks also reserve the right to debit a Payment Recipient's account for money paid to the Payment Recipient on your behalf if your payment is returned because of insufficient funds or any other reason. Each of Built and the issuing Banks reserves the right to withhold funds from a payment to a Payment Recipient if the Payor has an outstanding balance with Built. You shall be solely responsible for all penalties, interest charges, late payment fees and service fees resulting from such a debit to the Payment Recipient.

1. **PAYMENT CANCELLATION REQUESTS.** Scheduled payments may be cancelled, rescheduled or modified through the Services. There is no charge for canceling, rescheduling or modifying a payment before it is processed. However, once Built or the Banks have begun processing a payment, it cannot be cancelled, rescheduled or modified, and you must submit a stop payment request.
9. **CHARGEBACKS.** In the event that you as Payor initiate a chargeback, clawback, or ACH return for a payment that has already been transmitted to the Payment Recipient, you agree to assign to Built any claims against your Payment Recipient associated with such chargeback, clawback or ACH return. You further agree that we may contact your Payment Recipient directly to request reimbursement for any payment that has been transmitted to the Payment Recipient and for which you have initiated a chargeback, clawback, or ACH return. In the event that Built receives a chargeback, clawback or ACH payment return against you as a Payment Recipient, you authorize Built to debit your Payment Method on file for the amount of the chargeback plus any associated fees or to withhold funds from future distributions.
10. **STOP PAYMENT REQUESTS AND REFUNDS**
 - a. Stop Payment Requests. Built's ability to process a stop payment request depends on the payment method and whether or not a check has been cleared. Built will use commercially reasonable efforts to accommodate stop payment requests you may present, and may or may not be successful in stopping the payment. In no event, shall Built or the issuing Banks incur any liability for stopping a payment or failing to do so. Stop payment requests may be subject to additional charges.
 - a. Payment Refunds.
 - In certain situations following a payment submission, you may request a refund by contacting Built at legal@getbuilt.com. The availability of refunds and processes for their execution are dependent on the disbursement channels by which payments are delivered to Payment Recipients. Built is unable to issue partial refunds of payments.
 - Built is also unable to initiate refunds in cases where a Payment Recipient has already received your payment. If this is the case, you should contact your Payment Recipient directly to request a refund, pursuant to their payment terms and refund policies.
 - In the event that Built issues a payment refund, Built will generally refund a proportional amount of the Built Fee to you, less any unrecoverable costs Built or the Bank may incur; however, Built will not refund any portion of the Built Fee when you use an American Express card to fund your payment. In addition, if you effect a payment refund via clawback or chargeback mechanisms, Built will not refund any portion of the Built Fee.
 - b. Refunds for Electronic Payments. Built may refund electronic payments, including those delivered via Electronic Fund Transfer ("EFT"), ACH and card network providers, prior to their disbursement.
 - c. Refunds for Check Payments.



- Built may refund payments disbursed via check prior to their deposit by your Payment Recipient. If Built has already sent a check, we may place a “stop payment” request to ensure it cannot be deposited. In such cases, we suggest that you contact your Payment Recipient to let it know not to deposit the stopped check.
- If your Payment Recipient attempts to deposit a stopped check, it may be charged a fee from its bank for the exception, which it may attempt to assign to you. You accept the responsibility of notifying your Payment Recipient to not deposit your check, and you agree not to hold Built or the Banks liable for any costs you may incur from your Payment Recipient in such a case. If you have a payment use case which is not explicitly mentioned above, and for which you would like to confirm support, please check with us by emailing legal@getbuilt.com.

11. **PAYMENT SERVICES FEES.** Fees may vary, depending upon factors including but not limited to the Payment Recipient, the payment method, and other variables both which may or may not be controlled by Built. Fees are subject to change at any time without prior notice and are calculated in real time and presented to you during review of your payment, prior to submission or edit. If you do not wish to incur the Fee, then you must cancel the transaction. By completing the transaction, you are agreeing to pay the Fee as shown on the payment transaction request.

Transaction Fees will be charged to your payment method, either in a separate transaction from any principal payments or in a single transaction including both amounts, depending on applicable rules. Transaction Fees for immediately processed payments are charged in real-time upon submission. Transaction Fees for Scheduled Payments are locked in at time of submission and will be charged on the payment's Process Date. If a Scheduled Payment is edited prior to its Process Date, the applicable Fee will be recalculated based on the presently defined rules.

12. **RELEASE OF BUILT**

- If you have a Claim with one or more Payment Recipients or other third parties, you release all Built Parties (and their respective officers, directors, agents, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such Claims.
- Built and Built Parties have no control over the products or services that are paid for using the Services and neither Built nor Built Parties can ensure that a Payment Recipient you are dealing with will actually complete the transaction or is authorized to do so. Built does not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of our site may be interfered with by numerous factors outside of our control. Built will make reasonable efforts to ensure that requests for electronic debits and credits involving credit cards are processed in a timely manner, but Built makes no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, such as delays in the banking system. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

13. **RESPONSIBILITY FOR COMPLIANCE WITH EMPLOYMENT LAW.** To the extent that you use Built to issue checks or payments to independent contractors, you expressly acknowledge and agree that you (not Built and not Built Parties) are responsible for compliance with all wage and hour laws and all applicable laws regulating the time, place, and manner of payments for their service. Built provides a means for transmitting funds, however, you (and not Built) are responsible for complying with all applicable laws and regulations, including those pertaining to the classification of independent contractors and payment for their services.