



**RELAY PAYMENTS INC.  
RELAYCONNECT™ FOR PARKING MERCHANT TERMS AND CONDITIONS**

**I. INTRODUCTION**

Relay Payments Inc. (hereinafter, “Relay”), along with its affiliates and service providers, provides transaction processing and related services to companies in the logistics industry (Merchants) and their customers (Members). Relay Members and Merchants are furnished with respective Relay Products and provided access to the Relay System to enable them to request, accept, track, and/or make payments or other Transactions for goods and services pursuant to the terms and conditions set forth herein and in any additional terms specifically agreed to in writing between Merchant and Relay. The terms set forth herein apply to Merchant’s use of the RelayConnect for Parking product.

**II. DEFINITIONS**

- A. “Member”** shall refer to a customer of Relay that utilizes a Relay Product to make, reserve, or complete a payment transaction using the Relay System for services rendered or products purchased. For example, Members are typically trucking companies such as Carriers that use a RelayPay to pay for parking services or use RelayReserve to reserve parking services.
- B. “Merchant”** shall refer to You, a customer of Relay that accepts RelayPay identifiers as a form of payment for a parking Transaction or otherwise utilizes the Relay System to offer parking services to their customers (Members).
- C. RelayCode™** shall refer to the unique alphanumeric identifier generated by a Member using the Relay mobile app, Relay portal, or custom integration (API) to use RelayPay to pay for goods and services offered by a Merchant.
- D. “Relay Account”** shall refer to a Member or Merchant’s account that is set up with Relay to process payments, use RelayPay, reserve services, load funds to be transferred as payment, or otherwise track and manage the Member or Merchant Transactions processed via the Relay System. The Merchant’s Relay Account is used to settle Merchant Transactions.
- E. “RelayConnect”** shall mean and refer to the software offered by Relay to parking lot Merchants (“Parking Merchants”) as a Parking Management System. RelayConnect for Parking allows Parking Merchants to manage parking lot inventory, confirm reservations, and accept payment utilizing the Relay System for payment processing via the Parking Merchant’s Relay Account. RelayConnect is part of the Relay System and may be accessed by Merchant subscribers via the Relay portal or customer integration (API).
- F. “Relay mobile app”** shall refer to the downloadable software application that allows secure access to the Relay System via electronic device(s). On the Relay mobile app, Members can use RelayPay, link credit or debit cards for payment means, reserve parking services, and use other in-app features offered by Relay.
- G. “Relay portal”** shall refer to the website that provides secure access for Members and Merchants to the Relay System (or to RelayConnect) via their Relay Account login.
- H. “RelayReserve™”** shall mean and refer to Relay’s reservation system in which Merchants advertise their parking lot spaces for Members to reserve and purchase parking. RelayReserve is offered to Members in the Relay mobile app as a feature in



# RELAY

addition to payment services. RelayReserve is part of the Relay System and is accessed by Merchant subscribers via the Relay portal or custom integration (API) to review reservations and Transactions.

- I. **“Transaction”** shall refer to a request by a Member or Merchant to Relay for a transfer of funds, authorizing Relay to process the payment for goods or services, as further set forth in Section VII below.

### III. LIMITED USE LICENSE

- A. Relay hereby grants You a limited, nonexclusive, non-transferable, non-assignable limited license to access and use the Relay System and services pursuant to Your MSA.
- B. Nothing herein shall be construed to provide You with a license to any third-party proprietary information or property outside of the Relay System.
- C. No license or right to copy, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of the proprietary Relay System, in whole or in part, is granted herein except as expressly provided by these Terms and Conditions. Accordingly, You hereby agree that you shall not reverse engineer, decompile or disassemble any Relay System software or any other Relay Proprietary Information learned as a result of Your license and these Terms and Conditions.

### IV. INTELLECTUAL PROPERTY OWNERSHIP, LIMITED RIGHTS

1. All computer software, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Relay System, Relay Products, and related services (collectively, “Proprietary Information”), are and will remain the sole and exclusive property of Relay, subject to the limited license grant provided for herein.
2. Relay hereby grants a limited nonexclusive, non-transferable, revocable, worldwide, royalty-free right pursuant to these Terms and Conditions to use the RELAY name and logo trademarks or the applicable Relay Product brand name to identify Relay as the provider of transaction processing services. All goodwill generated from the use of Relay’s name and trademark will inure to the benefit of Relay. Except as otherwise expressly provided in these Terms and Conditions, Relay grants no license, right or intellectual property right in any Relay trademark, trade name or service mark pursuant to these Terms and Conditions.
3. Relay shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Relay System, Relay Products, and related services and/or any new software, programs, upgrades, modifications or enhancements developed by Relay in connection with operating the Relay System or rendering any services to Members or Merchants (or any of its affiliates), even when refinements and improvements result from Your request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Relay by virtue of these Terms and Conditions, You hereby agree to transfer and assign to Relay all rights, title, and interest which You or any of Your affiliates may have in and to such refinements and improvements.
4. You hereby grant Relay a limited, nonexclusive, non-transferable, revocable, worldwide, royalty-free right to use Your company name, logo or other trade or brand name (“Merchant Identifier”) to identify You as a provider of parking services to Relay’s network of Members. You agree to permit Relay to display the Merchant Identifier in the Relay mobile app to permit Members to reserve and pay for parking spaces at Your locations.

### V. RELAY PRODUCT AND SYSTEM SUPPORT

- A. **Technical Support.** Relay will provide You with reasonable technical support services regarding your Relay Account and Relay System use and access for your parking



# RELAY

Transaction services. Our Customer Service lines are open 24 hours, 365 days a year and can be reached by calling 1-877-735-2910.

- B. System Availability.** From time to time, the Relay System servers may be unavailable as the result of planned or unplanned downtime, for reasons including technical issues, maintenance, compliance, security actions, business decisions, or any other cause that may result in service interruptions, delays, or errors. We will attempt to inform you if such downtime is planned and may interrupt Your use of the Relay System services. Relay, however, is under no obligation to provide such interruption information. *You hereby agree that Relay is not liable for any unavailability of the Relay System.*
- C. System Modifications.** Relay may contact You in order to assist You with any Relay System service and obtain information needed to identify and fix any errors. Relay may, at its discretion, release enhancements, improvements or other updates to any software or to the Relay System. If Relay notifies You that such update requires an installation by You, You hereby agree to integrate, download, or install such update as necessary within 30 days of Your receipt of such notice. Failure to install any updates in a timely fashion may impair the functionality of Your access to the Relay System. Relay shall have no liability for any failure to properly install the most current version of any software or any update, and Relay shall have no obligation to provide support or services for any outdated versions. Certain software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the software itself.

## VI. RELAY SYSTEM AND PRODUCT USE FEES

- A. General.** You agree to pay all accrued fees for use of the Relay System as provided for in Your MSA and product order form.
- B. Transaction Fees.** For any Transaction payment requested by You using the Relay System (for example, use RelayPay or RelayGo card or accepting check or credit card payments using the Relay System), any applicable fees (“Transaction Service Fees”) shall be immediately due and payable to Relay upon Transaction completion, unless otherwise agreed upon between You and Relay (e.g. credit terms). Transaction Service Fees will be deducted from Your Relay Account (see more information below) upon Transaction completion or shall be paid per invoice terms. All fees are payable in U.S. dollars.
- C.** Credit card Transactions are processed by Stripe, Inc. as a Relay service provider in compliance with credit card network laws and regulations.
- D. Your Relay Account.** You hereby agree to accept payment using the Relay System as a Merchant by accepting RelayPay and payment processing by Relay. You further agree that You are not entitled to, nor will You charge any fees to Your third party customers for such Transactions processed using the Relay System. You also agree to maintain an account with Relay (Your Relay Account) to facilitate the processing of Transactions using the Relay System.
  - 1.** Other than by Relay for administrative purposes, Your Relay Account shall be used and accessed only by You, or by an individual authorized by You to access Your Relay Account.
  - 2.** Your Relay Account may be used by Relay to offset any fees or other obligations to Relay that Relay is unable to collect from You that are owed pursuant to these Terms and Conditions and that have been collected pursuant to these Terms and Conditions as payments for goods and services. Any such fee payments will be reflected in Your Relay Account and/or applicable invoice.
  - 3. ACH Settlement of Transaction Payments.** You agree to identify a Settlement Account to which Relay shall transfer settled Transactions funds. The standard hold time of Merchant funds by Relay for settlement of Transactions is next Business Day. Should Relay observe irregular Transaction or fraudulent activity by Merchant of its customers, or as required by law, Relay reserves the right to place a longer hold time with prompt written notice to Merchant. At the close of



# RELAY

each business banking day (excludes holidays), Relay shall calculate Merchant's Transactions, including all applicable debits, credits, fees and adjustments (hereinafter, "Settlement Amount"). In the event the sum total of the Settlement Amount is a non-zero value, Relay will initiate a Settlement payment to Merchant's identified Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

4. **Monthly Subscription.** Any monthly fees due to Relay for Your use of or access to the Relay System will be automatically debited from Your Relay Account.
5. **Insufficient Funds/ Late Fees.** In the event funds in Your Relay Account are insufficient to cover Your obligations, You hereby authorize Relay to debit an alternative account maintained by You and authorized for access by Relay to be debited by the amounts due and owed without further notice to or approval from You. Alternatively, You hereby agree to submit payment of any amounts owed to Relay upon demand through other means, including by invoice payment. You further agree that Relay may charge and You shall pay an assessed late fee of 0.75% of all amounts due or \$35, per month, whichever is more.
6. **Offset funds.** To the extent Your use of the Relay System results in a return of funds or fees (for example chargeback transactions), Relay shall have the right to offset any amount payable by Relay to You pursuant to these Terms and Conditions by any amounts owed to Relay by You from such returned funds or fees.
7. **Taxes.** You are responsible for the payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Your acceptance of the license granted hereunder and use of the Relay System and services, excluding, however, any taxes accessible against and/or payable by Relay as a result of income earned, property owned, or employees hired by Relay. You shall reimburse Relay, should Relay be charged for any tax obligation arising from Your use of the Relay System. You shall hold Relay harmless from all claims and liability arising from Your tax obligations, including any failure to report or pay Your taxes.
8. **Suspension for delinquent account.** To the extent any fees or other payments due Relay are in arrears, Relay hereby reserves the right to suspend any and all Relay System and services access by You until such time as those amounts are paid in full.
9. **Legal process.** If Relay is notified of a court order or other legal process or regulatory requirements, Relay shall be permitted to take certain actions as required in Relay's sole and absolute discretion. Relay does not have an obligation to contest or appeal any court order or legal process regarding Your Relay Account.

## VII. TRANSACTION PROCESSING

- A. **Authorization.** You hereby agree that Your use of the Relay System via RelayConnect for Parking to accept payment for parking services constitutes proper and full authorization by law for Relay to process the Transaction on Your behalf as directed by You using the Relay System. As a Merchant, Transactions authorize Relay to process payment on Merchant's behalf and direct the transfer of funds from Member's account to Merchant accordingly. Relay is responsible to Merchants for all properly authorized Transactions.
- B. **Modified Transactions.** To the extent Transactions need to be modified, for example for chargebacks, Relay will use industry standard processes to reverse, modify, or delete a Transaction pursuant to Your authorization. Such Transaction modifications must be



# RELAY

requested and approved by the individual identified on your Relay Account with proper authority. You may be required to provide Relay with additional information or documentation to verify the modification request. Relay, however, shall not be responsible for any losses, directly or indirectly, incurred by You or other third parties as a result of any inability to modify a Transaction properly authorized by You and processed by Relay, except to the extent the reason for the requested modification or deletion was due to the negligence, willful act or omission, or breach by Relay, or the malfunction of the Relay System.

- C. **Transaction reports.** All Transactions are recorded in the Relay System. Transaction reports may be available depending on Your MSA or as requested directly by You from Relay. A history of transactions processed under Your Relay Account is also available in Your applicable Relay Account via the Relay mobile app, portal, or using RelayConnect.

## VIII. MERCHANT RESPONSIBILITIES

- A. **RelayReserve.** To the extent You (Parking Merchant) subscribe to RelayReserve, You agree that any reservation requested by a Member and confirmed by You via RelayReserve or email (or other confirmation means agreed upon in writing between You and Relay) shall be honored by You, unless canceled by Member in accordance with applicable terms.
  - 1. You agree to provide Relay with accurate information for display in RelayReserve regarding parking reservations. Relay is not responsible for inaccurate or incomplete information provided by You and displayed in RelayReserve to Members.
  - 2. You are solely responsible for reservations after confirmation is authorized, except for payment processing. Any dispute over confirmed reservations shall be resolved between You and Member, directly.
- B. **RelayConnect.** To the extent You subscribe to use of the RelayConnect software as a service, Relay grants you access via the Relay System.
  - 1. If You subscribe to RelayConnect but do not subscribe to RelayReserve, RelayConnect shall still process Transactions using the Relay System pursuant to Relay's Member and Merchant Terms and Conditions.
  - 2. You further agree to establish and maintain proper privacy policies and procedures to protect Member information received by and used by You for reservation and/or parking services. Further, You hereby agree to Relay's privacy policy.

## IX. IMPERMISSIBLE TRANSACTIONS AND COMPLIANCE

- A. **Illegal transactions.** You are hereby restricted from using any Relay Product or access to the Relay System outside of the United States or for any illegal purposes, including but not limited to the funding of terrorists organizations, involvement in human trafficking, or money laundering schemes. *The use of Your Relay Account shall be limited to the exchange of payment for parking services.*
- B. **Rejected Transactions.** Relay reserves the right to reject, delay or return any Transaction for any reason permitted or required under any applicable Rules, Regulations, or laws or if Relay has reasonable belief that any such Transaction is fraudulent, illegal, or unauthorized. Relay shall have no liability to You by reason of such rejection, delay, or return of Transaction. Relay shall make available to You the details for any such Transaction decision and the bases therefore upon Your request.
- C. **Account monitoring.** Pursuant to Relay's Anti-Money Laundering Compliance Program and Security protocols, Relay reviews Your Relay Account and Transaction activity at





# RELAY

various times for suspicious or illegal activity as well as compliance with rules, regulations, and the Terms and Conditions herein. Relay reserves the right to request additional information regarding Your information at any time to process any Transaction in the event Relay finds suspicious activity or suspects non-compliance. Relay further reserves the right to limit Your activity, Transactions, or RelayAccount until verification of information is completed to Relay's satisfaction.

- D. Compliance with Laws.** In performing its duties under these Terms and Conditions, each Party agrees to comply with all applicable Rules, Regulations, and Laws. You further agree to cooperate, at Your own expense, and provide information requested by Relay to facilitate Relay's compliance with any applicable Rules, Regulations, and Laws relating to Transactions. Anti-money laundering and counter-terrorism financing laws may require that Relay verify any identifying information.

## X. PRIVACY AND SECURITY

- A. Security Measures.** Relay has implemented technical, administrative, physical and organizational measures and controls (in compliance with SOC requirements) designed to secure Your Relay Account information from accidental loss and from unauthorized access, use, alteration, or disclosure. Unauthorized third parties (or hackers) may still defeat security measures or find a way to improperly access Your Relay Account. In such instances, Relay will follow and implement best practices for breach protocol and customer notification.
- B. Privacy.** Relay has implemented controls and procedures for protecting Your data. For more information on Relay's Privacy Policy, visit [relaypayments.com/privacy](https://relaypayments.com/privacy). You hereby consent to Relay collecting and using Your data for purposes of enabling use of the Relay System, including providing necessary data to Relay service providers for Transaction processing purposes.
- C. Login Credentials.** You are solely responsible for safeguarding Your password and other login credentials for Your Relay Account and for restricting access to Your Relay Account and any Relay service for Your own protection. You agree to immediately notify Relay of any unauthorized use of Your Relay Account login information, lost RelayGo card, or any other breach of security. If You believe Your Relay Account login information has been lost or stolen or if you believe a fraudulent Transaction has occurred in connection with Your Relay Account, it is Your responsibility to contact Relay customer service or call 1(877) 735-2910 IMMEDIATELY. Relay is not liable for lost funds that are not caused by the Relay System, but rather due to compromised login credentials, lost payment cards or Your employees.
- D. Approvals.** You hereby acknowledge and agree that any and all officers, employees, agents, representatives and others having access to Your username and/or password to access Your Relay Account shall be vested by You with the authority to use the Relay System and services as binding on Your behalf. You shall be responsible for any and all actions by current and former officers, employees, agents, representatives and others, regardless of whether authorized by You, that access the Relay Account.

## XI. REPRESENTATIONS AND WARRANTIES

- A. Merchant.** None of the activities for which You have engaged the services of Relay shall violate any international, federal, state, or local law or regulation. Neither You nor any of Your affiliates will use the Relay services for any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state,



# RELAY

national or foreign law, including without limitation the U.S. export control laws and regulations. You also represent that Your access to the Relay System shall not violate any intellectual property rights of another.

- B. Relay.** Relay warrants that it shall provide its products and services in a professional manner pursuant to standard in the industry. Relay further warrants that its products services, as provided, shall not infringe upon the intellectual property rights of another; such warranty, however, does not apply in any instance in which Relay services are: (i) used in conjunction or combination with one or more products or services not provided or approved by Relay; or (ii) used in a fashion other than as outlined in these Terms and Conditions.
- C. Limited Warranty.** You also acknowledge and understand that Relay does not warrant that its services will be uninterrupted or error free and that Relay may occasionally experience delays or outages due to disruptions that are not within Relay's control. Any such interruption shall not be considered a breach of the MSA by Relay. Relay shall use its best efforts to remedy any such interruption in service as quickly as possible.

## XII. LIMITED LIABILITY AND INDEMNIFICATION

- A. Disclaimer.** Except as otherwise specifically provided herein, Relay services are provided hereunder "As Is" without warranty of any kind, and to the maximum extent permitted by law. Relay shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which Relay may receive or transmit information, and no such entity shall be deemed an agent of Relay.
- B. Liability. EXCEPT AS EXPLICITLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS, LIABILITIES, INJURY, OR DAMAGE RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS, DELAYS, OR INTERRUPTIONS IN THE RECEIPT, TRANSMISSION, OR STORAGE OF ANY INFORMATION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOST DATA, OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES.** With the exception of claims for breach of the confidentiality provisions hereof, claims by Relay for improper use of Proprietary Information, or a Party's indemnification obligations, either Party's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid or payable by You to Relay during the twelve-month period preceding the origination of the claim giving rise to liability.
- C. Indemnification.**
  - 1. Third-Party Disputes.** All disputes between You and a third party related to any Transaction or use of the Relay System will be settled by and between You and the third party unless the dispute is caused by Relay's gross negligence, recklessness, or breach of these Terms and Conditions. You hereby acknowledge and agree that Relay bears no responsibility for the acts or omissions or alleged acts or omissions of others. Accordingly, You agree to indemnify, defend, and hold harmless Relay and its respective employees,



# RELAY

directors, agents, affiliates and representatives from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by any other third party that arises out of or relates to a Transaction or use of the Relay System, unless such claim, action, audit, investigation, inquiry, or other proceeding is caused by Relay's gross negligence, recklessness, or willful wrong act or omission.

2. **Indemnification by Relay.** Relay shall indemnify, defend, and hold harmless You and Your employees, directors, agents, affiliates and representatives from and against all claims arising out of the following: (i) a third party claim that Your use of the Relay System infringes or misappropriates a third party's intellectual property rights; (ii) Relay's breach of any confidentiality obligations; and (iii) Relay's failure to comply with any applicable law.
3. **Notice, Defense and Settlement.** The indemnifying Party's indemnification obligations shall be subject to (i) indemnifying Party being promptly notified in writing of such claim or suit and (ii) the indemnifying Party having the sole control of the defense and/or settlement thereof.

## XIII. CONFIDENTIALITY

You hereby acknowledge that the Relay System, services and information relating thereto contain confidential and proprietary information developed by, acquired by, or licensed to Relay ("Relay Confidential Information"). Neither You nor any of Your affiliates will make any unauthorized use of Relay Confidential Information or disclose, in whole or in part, Relay Confidential Information to any individual or entity, except to Your employees or affiliates who require access to enable Your authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to Relay Confidential Information. You further acknowledge that any unauthorized use or disclosure by You or any of Your affiliates of Relay Confidential Information may cause irreparable damage to Relay. As such, if Relay becomes aware of Your breach or threatened breach of this Section, Relay may suspend any and all rights granted to You under the Agreement and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Relay. Upon termination of these Terms and Conditions, You agree to return or destroy any and all Relay Confidential Information in Your possession, custody, or control.

## XIV. AUDIT RIGHTS

You hereby agree to cooperate fully with Relay in conducting a review of Your use of the Relay System to verify that such use is in compliance with these Terms and Conditions and any applicable rules, regulations, and laws. You further authorize Relay to audit Your use of the Relay System (including Your transactions) in order to comply with Relay's annual or regulatory audit requirements.

## XV. NOTICE AND ASSIGNMENT

- A. **Notice.** Any notice required to be given by either Party hereunder, excluding notice of changes in fees (each a "Notice"), shall be in writing and delivered to the other designated Party by any commercially reasonable means of delivery, including email, addressed to that Party at the address identified in Your MSA and/or Order Form. Either Party may change the address to which notice is to be sent by written notice to the other by an authorized Member employee (Your Administrator) or Relay account executive.





# RELAY

- B. Consent to Electronic Notices.** Electronic notices shall have the same meaning and effect as if Relay had provided You with paper copies of such notice. Any such notice is deemed received by You within twenty-four (24) hours of the time the notice is posted to Relay's website, or within twenty-four (24) hours of the time the notice is emailed to You, unless Relay receives notice that the email was not delivered.
- C. SMS and Text Messages.** You hereby agree to receive and authorize Relay to provide Notices via text message regarding Your Relay Account and use. Standard text or data charges may apply. You may disable such messages by replaying "STOP" or following the instructions provided in the message or in the Relay mobile app, however, such opt out shall not excuse missed invoices and payments thereof.
- D. Assignment.** You shall not assign any rights granted herein to another without the express, written consent of Relay, which shall not be unreasonably withheld or delayed. Relay may assign its rights and obligations under these Terms and Conditions without the approval of any Member, but shall provide notice of such assignment to You.

## XVI. TERM AND TERMINATION

- A. Term.** These terms and conditions shall commence on the Effective Date and shall remain in effect until either Party terminates the MSA as set forth therein.
- B. Immediate Termination.** Relay may immediately terminate the MSA or any agreement with prompt written notice under the following conditions: (i) in the event You are or become bankrupt or unable to pay Your debts as they become due hereunder; (ii) if Relay determines that You have violated any term, condition, covenant, or warranty of these Terms and Conditions; (iii) Relay determines that the type of business in which You are engaged is an industry or business that Relay is prohibited from providing its services to; or (iv) if You are using the Relay System for a purpose other than a permissible use.
- C. Effect of Termination.** Upon the effective date of termination of the MSA, Your rights hereunder to use the Relay System shall cease. Relay shall process all Transactions authorized prior to and including the day of termination. Relay shall invoice You for, collect from, or arrange any return of obligations to You in connection with any Transaction processed by Relay up to and including the termination date, to the extent Your Relay Account is not in arrears or suspended.

## XVII. MISCELLANEOUS

- A. Jurisdiction/Venue.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Georgia, without regard for the conflict of law provisions. The Parties agree that any litigation or lawsuit arising under or related to the MSA, the Relay System, the Relay mobile app, or any Transaction, shall be solely and exclusively brought in the federal or state courts sitting in Atlanta, Georgia. The Parties further consent to the personal jurisdiction and venue of the federal and state courts sitting in Cobb County, Georgia. TO THE EXTENT ALLOWED BY LAW, THE PARTIES AGREE TO IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING RELATING TO THESE TERMS AND CONDITIONS, ANY TRANSACTION, OR THE RELAY SYSTEM.



# RELAY

- B. Fees and Costs.** In the event that an action of any kind is brought or an attorney is retained by either Party to enforce the terms of these Terms and Conditions or to collect any money due hereunder or to collect any money damages for breach hereof, the prevailing Party shall be entitled to recover, in addition to any other remedy, the reimbursement of reasonable attorneys' fees, court costs, costs of investigation and other related fees and expenses incurred in connection therewith.
- C. Force Majeure.** Neither party shall be liable for, or be considered in breach of or default under these Terms and Conditions on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.
- D. Severability.** Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.
- E. Waiver.** The waiver of any breach or default of these Terms and Conditions will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
- F. Improper Conduct.** You agree not to (1) take any action that imposes an unreasonable or disproportionately large load on the Relay System or on Relay's websites or mobile application (including any networks and servers used to provide any of the Relay Services); (2) facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any Relay System, data, information; (3) use an anonymizing proxy; (4) use any robot, spider, other automatic device, or manual process to monitor or copy Relay's websites or the Relay System, or use any device, software or routine to bypass any element of the Relay System; (5) interfere or disrupt or attempt to interfere with or disrupt the Relay System (including any networks and servers used to provide any of the Relay Services); (6) take any action that may cause Relay to lose any of services from its internet service providers, payment processors, or other suppliers or service providers; (7) circumvent any of Relay's policies or determinations about the Your Relay Account such as temporary or indefinite suspensions or other account holds, limitations or restrictions; or (8) harass and/or threaten our employees, agents, or other users.
- G.** Merchant acknowledges and agrees that this Agreement is for business or commercial purposes and that with respect to this Agreement, and any and all related transactions, Merchant is not a "consumer" as that term is defined in the Uniform Commercial Code, Georgia Code Annotated, §§ 11-1-101, et seq.