

**RELAY PAYMENTS INC.**  
**COMMERCIAL USER PLATFORM AGREEMENT**  
**RELAY PLATFORM TERMS AND CONDITIONS**  
Last Updated: June 5, 2024

**Commercial User Agreement**

This Commercial User Platform Agreement (this “**Platform Agreement**”) is by and between Relay Payments Inc., a Delaware corporation (collectively, “**Relay**”, “**we**”, “**our**”, or “**us**”), and you or the Person on whose behalf you are accepting this Agreement (“**User**”), and is effective as of the date on which this Agreement is fully executed by Relay and User, as of the date of User’s acceptance of this Agreement electronically, or as of the date of User’s initial access to or use of the Relay Services (the “**Effective Date**”). One or more financial institution partners of Relay (each, an “**FI Partner**”) will be a party to this Agreement for the purposes described in the Relay Platform Terms and Conditions, which means such FI Partner(s) will have the right to exercise or enforce any applicable rights under this Agreement and will have the right, but not the obligation, to perform any applicable responsibilities under this Agreement

The Relay Platform Terms and Conditions (the “**Terms**”) set forth the terms and conditions for any Person that establishes an account with Relay (a “**Relay Account**”). Capitalized terms will have the meanings ascribed to them in the Terms.

**Relay Platform Terms and Conditions**

**IMPORTANT—PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE RELAY PRODUCTS, RELAY SYSTEM, THE SITE AND/OR THE SERVICES IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, VISITING OR BROWSING THE SITE AND/OR CREATING AN ACCOUNT: (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS, (2) YOU AFFIRM, REPRESENT AND WARRANT THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS SET FORTH IN SECTION 4 OF THESE TERMS AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THESE TERMS, AND (3) YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ENTERING INTO THESE TERMS WITH US. YOU MAY NOT ACCESS OR USE THE RELAY PRODUCTS, RELAY SYSTEM, SITE AND/OR SERVICES (OR ANY PART THEREOF) OR CREATE AN ACCOUNT IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW.**

**1. GENERAL OVERVIEW**

a. **Scope.** These Terms set forth the terms and conditions that govern access to, and use of, the Relay System, the Relay Products, or any related services (collectively, the “**Relay Service**”). Your use of our website, mobile application (together with the website, the “**Site**”), or other Relay Products on the Relay System for any purpose constitutes your acknowledgment and acceptance that you have read, understand, and are bound by all of the Terms contained herein. These terms and conditions are also hereby incorporated into any Member or Merchant Services Agreement and Order form (hereinafter, an “**MSA**”) executed between you and Relay, setting forth your Relay subscription services and use of the Relay Products. Notwithstanding the foregoing, these Terms do not alter in any way the terms or conditions of any other agreement you may have with any other party for products, services, or otherwise. By agreeing to these Terms, you also agree to our Privacy Policy and our General Website Terms of Use, and you acknowledge that you will regularly update yourself on the Terms, the General Website Terms of Use, and the Privacy Policy to familiarize yourself with any and all updates to the Terms, the General Website Terms of Use, and the Privacy Policy, all of which are incorporated herein by reference.

b. **Privacy Policy.** Our collection, use and sharing of personal information shall be subject to the our privacy policy (the “**Privacy Policy**”), located at [www.relaypayments.com/hubfs/legal/relay-](http://www.relaypayments.com/hubfs/legal/relay-)

[payments-privacy-policy.pdf](#), and to our Data Processing Agreement attached hereto as Exhibit A, which is incorporated herein by reference.

c. **Overview of Relay Services.** Relay provides transaction processing and related services to companies in the logistics industry (the “**Merchants**”) and their customers (the “**Members**”). Members and Merchants are furnished with respective Relay Products (as defined below) and provided access to our proprietary transaction processing services system (the “**Relay System**”) to enable them to request, accept, track, and/or make payments, or conduct other Transactions (as defined below) for goods and services pursuant to the terms and conditions set forth herein and any additional terms specifically agreed to in writing between Member or Merchant and Relay.

d. **FI Partners.** In order to provide or otherwise make available certain of the Relay Services, we may establish and rely on relationships with certain FI Partners and such FI Partners may establish certain requirements, standards, guidelines, terms and conditions, and other expectations that apply to the Relay Services, as the same may be modified, supplemented, or replaced from time to time and in their sole discretion (collectively, the “**FI Partner Guidelines**”). Therefore, the licenses granted under this Agreement and the provision and availability of the Relay Services will be subject to any applicable FI Partner Guidelines.

e. **Regulated Activity.** Certain of the services provided by Relay may constitute regulated activity under Applicable Law. Accordingly, we have engaged certain third parties, including FI Partners, to provide certain aspects of the services, including for the purpose of receiving and transmitting funds as necessary or appropriate for Relay to provide or otherwise make available certain of the Relay Services to you. Notwithstanding anything herein to the contrary, Relay shall ensure that it has obtained any necessary registrations, permissions and licenses from any Governmental Authority required to operate as contemplated in this Agreement and shall remain in good standing with all Governmental Authority. Member will not be responsible for fines and penalties assessed by any Governmental Authority except to the extent due to Member’s actions, inactions or omissions in conflict with its obligations hereunder. Relay will conduct its obligations under these Terms in compliance with Applicable Law. Relay will coordinate all activities required of Relay and FI Partner under these Terms. Relay acknowledges that Member does not have any contractual obligation with FI Partner for the services, therefore Relay covenants that it will ensure that obligations assigned to Relay or required of FI Partner in order to provide the Relay Services as described under these Terms are fulfilled. Neither the execution of these Terms nor Relay’s performance of its obligations hereunder requires any consent, authorization, approval, notice to, license, or other action by or in respect of, or filing with, any third party or any Governmental Authority.

f. **Modifications.** Subject to Applicable Law, we reserve the right to make changes to the General Website Terms of Use and the Privacy Policy at any time and in our sole discretion. If we do make changes to the General Website Terms of Use or Privacy Policy, we will provide notice to you of such changes by posting the revised General Website Terms of Use or Privacy Policy through the Relay System, by e-mail and/or by updating the General Website Terms of Use or Privacy Policy on our Site (and we will indicate at the top of these General Website Terms of Use or Privacy Policy the date the Terms were last updated). You agree to receive notifications through the described means and you understand and agree that your continued use of the Relay System, our Site, the Relay Products, or any related services after we have made any such changes constitutes your acceptance of the revised General Website Terms of Use or Privacy Policy. If you do not agree to any revised General Website Terms of Use or Privacy Policy, you must immediately stop using the Relay System, the Relay Products, our Site, or any of our related services. These Terms may not be changed or modified except in writing signed by both parties.

g. **Contact Us.** If you have any questions concerning these Terms, the General Website Terms of Use or Privacy Policy, or wish to exercise your rights as described below, please contact Relay via regular U.S. Mail at Relay Payments Inc. 400 Galleria Parkway, Suite 500, Atlanta, GA 30339; via telephone at 1-877-735-2910, or via email at [legal@relaypayments.com](mailto:legal@relaypayments.com).

## 2. DEFINITIONS

a. **"Applicable Law"** shall mean any and all applicable federal, state, local or municipal laws, rules, statutes, ordinances, codes, decrees, orders or regulations, including, without limitation, any permit or license requirements administered or enforced by any Governmental Authority.

b. **"Broker"** shall mean a customer of Relay that hires or arranges for Carriers to transport freight for others. Brokers use the Relay System to pay Carriers and other third parties for such arranged services.

c. **"Business Day"** shall mean Monday through Friday from 9:00 AM EST to 5:00 PM EST, except any legal public holidays specified in 5 U.S.C. §6103, any day declared to be a holiday by federal statute or executive order, or any day with respect to which the U.S. Office of Personnel Management has announced that Federal agencies in the Washington, DC, area are closed.

d. **"Carriers"** shall mean a company that transports freight for another entity.

e. **"Governmental Authority"** shall mean any relevant federal, state, or local governmental, administrative, or judicial authority, including but not limited to the Financial Crimes Enforcement Network (FinCEN), the Federal Deposit Insurance Corporation, the Board of Governors of the Federal Reserve, the Consumer Financial Protection Bureau, the Federal Trade Commission, state banking and financial service agencies that regulate money transmission, and any other federal or state regulator or agency having jurisdiction over Relay, its FI Partners or Relay's products and services.

f. **"Member"** shall mean 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 at a Merchant location. Members are typically trucking companies such as Carriers or independent drivers that use a RelayCode or a RelayGo card to pay for goods and services or use RelayReserve to reserve services. Members may also download and use the Relay mobile app to generate a RelayCode or complete Transactions via the mobile app. A Member could also be a Broker that uses the Relay System to pay Carriers for services performed.

g. **"Merchant"** shall mean a customer of Relay that accepts RelayCode identifiers as a form of payment for a Transaction or otherwise utilizes the Relay System to offer and complete goods and services Transactions for their customers (i.e., Members). Merchants include, but are not limited to, independent vendors, fuel and travel stops, and truck service and maintenance locations that offer goods and/or services that use the Relay System to request and accept Transaction payments using RelayCode identifiers, RelayGo cards, credit cards, physical checks, or ACH payment.

h. **"Network"** shall mean any relevant electronic funds transfer network or other payment network supported in connection with the Relay Services.

i. **"Network Rules"** shall mean all applicable operating rules, operating regulations, and other requirements of any Network as the same may be modified, supplemented, or replaced by any applicable Network from time to time.

j. **"Person"** shall mean an individual, or a corporation, partnership, limited liability company, association, trust, unincorporated organization, sole proprietorship, or other legal entity or organization.

k. **"Relay Account"** shall mean a Member or Merchant's account that is set up with Relay to process payments, generate a RelayCode, reserve services, load funds to be transferred as payment, or otherwise track and manage the Member or Merchant Transactions processed via the Relay System.

l. **"Relay Products"** shall mean the suite of Relay product offerings that enable Members and Merchants to complete a Transaction, as further described below.

m. **“Relay mobile app”** or **“mobile app”** shall mean the downloadable software application that allows secure access to the Relay System via electronic device(s). On the Relay mobile app, Members can generate a RelayCode, manage their RelayGo card and account, link credit or debit cards for payment means, reserve services, and use other in-app features offered by Relay.

n. **“Relay portal”** shall mean the website that allows Members and Merchants secure access to the Relay System via their Relay Account using login credentials.

o. **“Territory”** shall mean the United States and certain locations in Canada and Mexico.

p. **“Transaction”** shall mean 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 4 below.

### 3. GENERAL USE OF THE RELAY SYSTEM AND RELAY PRODUCTS

a. **General.** Relay offers a suite of payment transaction products that utilize Relay’s proprietary payment processing network. Relay mobile app users that access the Relay System and Relay Products shall also comply with the Terms. Members and Merchants accessing the Relay System, the Relay Products, or any related services should refer to their MSA or executed order form(s) for their specific Relay Product(s) subscription(s) in addition to the Terms.

b. **Territory.** Members and Merchants may only access and use the Relay Services in a Territory.

c. **Relay Systems and Products.** If you access and use any of the Relay System and Relay Products identified and described below, then you will additionally be subject to the terms and conditions applicable to such Relay Product (each, a **“Relay Product Terms”**), which such Relay Product Terms are separately linked where applicable as set forth below. The Relay Product Terms supplement the Terms (and are incorporated herein by reference) and the terms and conditions of the Relay Product Terms will be interpreted consistently to the extent possible. However, in the event of any unresolvable conflict between any term or condition of the Terms and any term or condition of any Relay Product Terms, the applicable term or condition of the Relay Product Terms will govern with respect to the applicable service only to the extent necessary to resolve such conflict. The Relay Products are as follows:

i. **“Relay System”** shall refer to the proprietary payment processing software network offered by Relay. Members access the Relay System via the Relay mobile app, Relay portal (web access), or custom integration (via Relay’s application programming interface, or **“API”**) to generate a RelayCode, make payments, reserve services, use certain mobile app features, or otherwise manage their Relay Account. Merchants access the Relay System via custom integration, the Relay portal or the Relay API to request and accept reservations and payments (for example, via RelayConnect) and manage their Relay Account.

ii. **“RelayCode™”** shall refer to the unique alphanumeric identifier generated by a Member using the Relay mobile app, Relay portal, or custom integration (API) to pay for goods and services offered by a Merchant.

iii. **“RelayConnect™”** shall refer to the software as a service application offered by Relay that allows secure and remote access to the Relay System for electronic/remote payment or customer integration, such as Parking Management Services. Merchants use the Relay portal or API to manage their services or to request remote payment for goods and services.

iv. **“RelayGo™”** shall refer to the physical and/or electronic payment card used to pay for goods and services using the Relay System as part of the Relay Card Program. The Relay Product Terms for the RelayGo™ product is available at [www.relaypayments.com/legal](http://www.relaypayments.com/legal).

v. **"RelayReserve™"** shall refer to the in-app reservation system offered by Relay. Members may reserve offered services, such as parking lot spots, using this feature. Merchants may subscribe to this Relay offering to advertise services to Members for reservation and to manage those services.

vi. **"RelayDirect™"** shall refer to the payment via ACH or physical check of payments between a Broker and a Carrier using the Relay System.

vii. **"RelayFuel"** shall refer to the fuel program made available by Relay to Members and Merchants and accessible through the Relay mobile app. The Relay Product Terms for the RelayFuel product is available at [www.relaypayments.com/legal](http://www.relaypayments.com/legal).

d. **Relay Product Limited Use License.**

i. **License.** Relay hereby grants you a limited, nonexclusive, non-transferable, non-assignable limited license to access and use the Relay Services pursuant to your specific Relay Product(s) order form, MSA, or other Relay agreement or mobile app download.

ii. **License Restrictions.** Nothing herein shall be construed to provide you with a license to any third-party proprietary information or property outside of the Relay Services. 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 and related Relay Product offerings, in whole or in part, is granted herein except as expressly provided by these Terms. Accordingly, you hereby agree that you shall not reverse engineer, decompile, disaggregate, or disassemble any Relay System software or any other Relay IP (as defined below) learned as a result of your license and these Terms.

iii. **No Exclusivity.** You acknowledge and agree that Relay provides payment processing services for and Relay Services to other parties and nothing herein will be deemed or construed to prevent Relay from carrying on such services, regardless of whether such parties are competitive with you.

iv. **Modifications.** Relay may modify, replace, or discontinue all or any part of the Relay Services from time to time, including by imposing limitations or other restrictions on your access to or use of the Relay Services. Relay will use commercially reasonable efforts to notify you in advance of any material modifications to the Relay Services or Relay's decision to replace or discontinue all or any part of the Relay Services.

e. **Relay Product and System Support.**

i. **Technical Support.** Relay will provide you with reasonable technical support services regarding your Relay Account, Relay System use and access, and Relay Product subscriptions. Our Customer Service lines are open 24 hours, 365 days a year and can be reached by calling 1-877-735-2910 or by email at [help@relaypayments.com](mailto:help@relaypayments.com).

ii. **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 inform you of any planned downtime with at least seven (7) Business Days advance written notice. Scheduled Downtime will be scheduled on weekdays between 9 PM and 12 AM central time or on weekends. During the Term, Relay agrees that the Relay Systems and Products will be operational and available to you in accordance with the Service Level Addendum attached hereto as Exhibit B.

iii. **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, the Site, or 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 thirty (30) days of your receipt of such notice. Failure to install any updates in a timely fashion may impair the functionality of your Relay Products or use of or access to the Site or 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.

#### **4. OBLIGATIONS OF MEMBERS AND MERCHANTS; TRANSACTION PROCESSING; PROHIBITED USES**

a. **Establishment of a Relay Account.** In order for you to access and use the Relay Services, you will be required to establish and maintain a Relay Account. You will ensure that all information, data, and supporting documentation ("**Registration Data**") necessary to establish your Relay Account is provided or otherwise made available to Relay and that such Registration Data is accurate, complete, authentic, valid, and timely.

i. **Account Security.** In consideration of your use and access to your Relay Account, you agree to (A) maintain the security of your login credentials; (B) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; (C) promptly notify us regarding any material changes to information or circumstances that could impact your eligibility to continue to access your Relay Account and use the Relay Services; and (D) be fully responsible for all use of your Relay Account and for any actions that take place using your Relay Account. 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 Product 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.

ii. **Regular Use.** To protect your Relay Account from unauthorized activity, you agree to regularly log into your Relay Account and review your Relay Account activity. You hereby agree to allow Relay to notify you of each Transaction, in an individual and aggregated basis, by email, SFTP file transfer, or API, as requested by you, and will use commercially reasonable efforts to provide such reporting with the design of such reporting and notification as determine and requested by Uber Freight. You agree to review your Transaction notifications to ensure that each Transaction was authorized and accurately completed.

iii. **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 using your username and/or password. YOU HEREBY ASSUME ALL RISK FOR ANY FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR RELAY ACCOUNT USERNAME AND/OR PASSWORD INFORMATION. RELAY SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH USERNAME AND PASSWORD, AND TO ACT ON SUCH

INSTRUCTIONS, EXCEPT TO THE EXTENT SUCH FRAUDULENT, UNAUTHORIZED OR IMPROPER USE WAS AN ACT OF RELAY OR ITS CURRENT AND FORMER OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OR WAS IN CONNECTION WITH A DATA OR SECURITY BREACH FOR WHICH RELAY IS LEGALLY RESPONSIBLE.

b. **Your Relay Account.**

i. **Members.** Unless otherwise agreed between you and Relay in writing, you hereby agree to fund an account (your Relay Account) for which Relay will facilitate the processing of Transactions at your request as well as the payment of Transaction Service Fees and Monthly Subscription Fees.

A. Your Relay Account shall reflect all Transactions and fees processed by Relay on your behalf.

B. Other than for Relay administration purposes, your Relay Account shall be used and accessed only by you, or by an individual authorized by you to access your Relay Account as identified on your applicable MSA (hereinafter referred to as your **"Administrator"**). Notwithstanding the foregoing, Relay may access your Relay Account for any administrative purpose.

C. 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. Any such fee payments will be reflected in your Relay Account and/or applicable invoice.

D. Your Relay Account may be funded through any or all of the following methods: (i) ACH payment; (ii) wire payment; or (iii) credit card. You hereby authorize and agree to provide instruction to all applicable financial institutions to honor requests made by Relay pursuant to these Terms.

E. If you do not submit a request for Transaction through your Relay Account for an extended period of time, Relay may be required to deem any remaining funds in your Relay Account "unclaimed" or "abandoned" under Applicable Law. Relay shall provide you with written notice to your last known email address and physical address in accordance with Applicable Law and instructions for how to redeem such unclaimed funds and how to transfer them to an account of your choice. However, if funds remain in your Relay Account after such notice for an extended period, Relay shall be permitted to escheat such funds as required by Applicable Law.

F. Unless otherwise agreed upon in writing between you and Relay, Relay has the right to adjust any Member Transaction Service Fees and prices with thirty (30) days' prior written notice.

G. Any monthly fees (a **"Monthly Subscription"**) due to Relay for your use of or access to the Relay System will be automatically debited from your Relay Account on the 1st of each month for the current month's Transactions, unless otherwise agreed to in writing by you and Relay.

ii. **Merchants.** You hereby agree to accept payment using the Relay System as a Merchant by accepting RelayCode identifiers. You also agree to maintain an account with Relay (your Relay Account) to facilitate the processing of Transactions using the Relay System.

A. Your Relay Account shall reflect all Transactions and fees processed by Relay on your behalf.



B. 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 as identified on your applicable MSA (your “**Administrator**”). Notwithstanding the foregoing, Relay may access your Relay Account for any administrative purpose.

C. 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 that have been collected pursuant to these Terms as payments for goods and services. Any such fee payments will be reflected in your Relay Account and/or applicable invoice.

D. Your Relay Account may be funded through any or all of the following methods: (i) ACH payment; (ii) wire payment; or (iii) a percentage of the Transactions processed on your behalf. You hereby authorize and agree to provide instruction to all applicable financial institutions to honor requests made by Relay pursuant to these Terms.

E. If you do not have active Transactions through your Relay Account for an extended period of time, Relay may be required to deem the funds “unclaimed” or “abandoned” under Applicable Law. Relay shall provide you with written notice to your last known email address and physical address in accordance with Applicable Law and instructions for how to redeem such unclaimed funds and how to transfer them to an account of your choice. However, if funds remain in your Relay Account after such notice for an extended period, Relay shall be permitted to escheat such funds as required under Applicable Law.

F. Your Relay Account funds shall be held by Relay for a minimum of sixty (60) calendar days beyond the date of the last item processed by Relay on your behalf. Relay may extend the hold on your Relay Account up to sixty (60) additional days from the last Transaction or the maximum time allowed by law, whichever is shorter. Any funds remaining in your Relay Account will then be returned to you less any fees and/or any other amounts owed to Relay or escheated pursuant to Applicable Law.

G. You agree to identify a settlement account (“**Settlement Account**”) to which Relay shall transfer settled Transactions funds. The standard hold time of Merchant funds by Relay for settlement of Transactions is the next Business Day or a schedule separately agreed to between you and Relay in writing. Should Relay observe irregular Transaction or fraudulent activity by Merchant or 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 each Business Day, 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.

H. Unless otherwise agreed in writing between you and Relay, Relay has the right to adjust any Merchant Transaction Service Fees and prices with ninety (90) days’ notice.

I. Any monthly fees due to Relay for your use of or access to the Relay System will be automatically debited from your Relay Account on the 1st of each month for the current month’s Transactions, unless otherwise agreed to in writing by you and Relay.



J. You acknowledge and agree that you are solely responsible for the nature and quality of the products or services you provide as a Merchant.

c. **Transactions.**

i. **Authorization.** You hereby agree that your use of the Relay System or any Relay Product to accept or make payment for goods and 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.

A. Member Transactions authorize Relay to transfer funds from the Member's Relay Account to the requested Merchant or third-party payee.

B. Merchant Transactions authorize Relay to process payment on Merchant's behalf and direct the transfer of funds from Member's Relay Account to Merchant accordingly. Relay is responsible to Merchants for all properly authorized Transactions.

ii. **Transaction Process Time.** Subject to any Network Rules and FI Partner Guidelines, unless otherwise agreed upon in writing between you and Relay, Relay shall process Transactions within one (1) Business Day, with each Transaction posting to your Relay Account on the date authorization was received by the Relay System.

iii. **Processing Limits.** You hereby agree to provide Relay with an estimate of the Transaction volume you expect to process through the Relay System promptly following the Effective Date. You further agree to provide prompt notice to Relay in the event the volume of Transactions to be processed is likely to increase materially beyond the initial estimate to enable Relay to notify its FI Partner of any expected material increases in processing volume. The Parties acknowledge and agree that Relay may set processing limits that will apply to your Relay Account as set forth in any applicable MSA based on the estimates provided by you. If you exceed your processing limit, Transactions may be denied as unauthorized, or you shall be invoiced for payment pursuant to these. To learn more about any processing limit applicable to your Relay Product, ask your Administrator or contact Relay Customer Service at 1-877-735-2910.

iv. **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 requested and approved by the individual identified on your Relay Account with proper authority (e.g., you or your Administrator). 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 gross negligence, willful act or omission, or breach by Relay, or the malfunction of the Relay System.

v. **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.

vi. **Transaction Disputes.** You will be responsible for responding to, addressing, and resolving all disputes, returns, reversals, refunds, chargebacks, and adjustments, regardless of reason or timing, arising out of or relating to Transactions (each, a "**Transaction Dispute**") in accordance with all Applicable Law, Network Rules, and FI Partner Guidelines. Subject to the foregoing, you will clearly, accurately, and completely disclose your Transaction Dispute policies

and procedures. If Relay becomes aware of a Transaction Dispute, then Relay will use commercially reasonable efforts to notify you of such Transaction Dispute as may be required under Applicable Law, Network Rules, or FI Partner Guidelines. In all cases, you will provide Relay with any information, data, and supporting documentation requested by Relay regarding the status and resolution of any Transaction Dispute and will otherwise cooperate with Relay in connection with any Transaction Dispute.

d. **Impermissible Transactions.** You are hereby restricted from using any Relay Product or access to the Relay System outside of the Territory or for any illegal purposes, including, but not limited to, the funding of terrorist organizations, involvement in human trafficking, or money laundering schemes. The use of Your Relay Account shall be limited to the exchange of payment for goods and services for legal business or commercial purposes only. Without limiting the foregoing, you agree that you will not, and will not permit any other person to (collectively, the “**Prohibited Uses**”):

- i. violate any Applicable Laws;
- ii. conduct activities and transactions involving:
  - A. illegal narcotics, steroids, certain controlled substances, or other products that present a risk to consumer safety,
  - B. illegal drug paraphernalia,
  - C. items that encourage, promote, facilitate, or instruct others to engage in illegal activity,
  - D. stolen goods including digital and virtual goods,
  - E. the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime,
  - F. pornography or items that are considered obscene,
  - G. items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction,
  - H. illegal sexually oriented materials or services or human trafficking,
  - I. illegal trafficking in fireworks, ammunition, firearms, weapons, or certain firearm parts or accessories, or
  - J. certain weapons or knives regulated under Applicable Law;
- iii. conduct activities and transactions involving:
  - A. the display of personal information of third parties in violation of Applicable Law,
  - B. support of illegal pyramid or ponzi schemes, matrix programs, other illegal financial schemes,
  - C. offshore banking or transactions to finance or refinance debts funded by a credit card,
  - D. gambling,

- E. payment processors collecting payments on behalf of merchants,
  - F. the sale of traveler's checks or money orders,
  - G. currency exchanges or check cashing businesses,
  - H. certain credit repair, debt settlement services, credit transactions or insurance activities, or
  - I. the offering or receiving payments for the purpose of bribery or corruption;
- iv. sell products or services identified by government agencies as fraudulent or which have a high likelihood of being fraudulent; or
  - v. modify, adapt, translate, or create derivative works based on the Relay Products, Relay System, any related services (or any part thereof), or any related documentation.

e. **Suspension or termination.** Improper use of any Relay Product may result in (i) delayed, blocked or canceled Transactions; (ii) Relay Account limitation, restriction, suspension or termination; (iii) money in your Relay Account or other payments being seized to comply with a court order, warrant or other legally mandated process; and/or (iv) money or payments returned to its original source.

f. **Rejected Transactions.** Relay reserves the right to reject, delay or return any Transaction for any reason permitted or required under any Applicable Law 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.

g. **Account monitoring.** Pursuant to Relay's Anti-Money Laundering Compliance Program and Security protocols and the FI Partner Guidelines, Relay reviews your Relay Account and Transaction activity at various times for suspicious or illegal activity as well as compliance with rules, regulations, and the Terms herein. Relay reserves the right to request additional information on its own behalf or the behalf of our FI Partners regarding your information at any time to process any Transaction in the event Relay finds suspicious activity or suspects noncompliance. Relay further reserves the right to limit your activity, Transactions, or Relay Account until verification of information is completed to Relay's and our FI Partners' satisfaction.

h. **Proper Use.** You agree to comply with the reasonable and acceptable use policies, rules, regulations, terms and conditions of any networks you access through the Relay System. Investigative reports may be made in connection with the Terms herein to ensure proper use of the Relay System. You authorize Relay, any credit bureau, credit reporting agency directed by Relay, or any of Relay's agents to investigate the references given or any other statements or data obtained from you in connection with your use of the Relay System.

i. **Compliance with Laws and Certain Requirements.** You will access and use the Relay Services and will otherwise exercise your rights and perform your obligations in connection with this Agreement in accordance with all Applicable Law, Network Rules, and FI Partner Guidelines. You further agree to cooperate, at your own expense, and provide information requested by Relay to facilitate Relay's compliance with any Applicable Law, Network Rules, and FI Partner Guidelines relating to Transactions. Anti-money laundering and counter-terrorism financing laws may require that Relay or its FI Partners to verify any identifying information. Relay and its FI Partner reserves the right to close, suspend, or limit access to your Relay Account and/or the Relay System, and the services provided therein, in the event that, after reasonable enquiries, Relay or our FI Partner is unable to obtain information about you or any

of your Transactions required to verify the identity of any party to a Transaction or the validity and legality of the Transaction.

## 5. ESTABLISHMENT OF VARIOUS ACCOUNTS

a. **Bank Account.** Relay's FI Partners have established one or more pooled holding accounts to be used in connection with the Relay Services (collectively, the "**Bank Account**"). All funds arising out of or relating to your activity in connection with the Relay Services, including your Transactions, will be recorded, on a net basis, as a positive or negative balance in your Relay Account ("**Relay Balance**"). Your Relay Balance will be held by an FI Partner in the Bank Account. In order to access and use the Relay Services, you may be required to maintain a minimum Relay Balance in the Bank Account, which will be communicated to you through your Relay Account. You acknowledge that the Bank Account is not your deposit account for treasury management and/or general operations and that you cannot otherwise establish a deposit account or other financial account with Relay. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT RECEIVE INTEREST ON ANY FUNDS MAINTAINED IN THE BANK ACCOUNT AND THAT FUNDS HELD IN THE BANK ACCOUNT WILL NOT BE ELIGIBLE FOR DEPOSIT INSURANCE ADMINISTERED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION. IN THE EVENT ANY APPLICABLE FI PARTNER BECOMES SUBJECT TO A RECEIVERSHIP, USER HEREBY ACKNOWLEDGES AND AGREES THAT USER MAY LOSE ALL VALUE REPRESENTED IN YOUR RELAY BALANCE.

b. **Linked Account.** You will establish and maintain at least one linked deposit account (each, a "**Linked Account**") to be used exclusively for business purposes in connection with the Relay Services. Your Linked Account will be established and maintained at a federally or state chartered financial institution in the United States that is reasonably acceptable to Relay. You will not change your Linked Account without Relay's prior written consent. You will ensure that you maintain sufficient funds in your Linked Account to satisfy your payment, settlement, and other financial obligations in connection with the Relay Services (unless such payment, settlement, or other financial obligations is otherwise satisfied by a credit card linked to you or a debit card linked to the Linked Account). Subject to any minimum Relay Balance requirement applicable to you, you will have the ability to initiate transfers of your excess Relay Balance to your Linked Account.

c. **Authorization to Debit and Credit Relay Balance and Linked Account.** You hereby authorize Relay and any applicable FI Partner to electronically debit and credit your Relay Balance and Linked Account for the purpose of satisfying your payment, settlement, and other financial obligations, and to otherwise act in accordance with your instructions in connection with the Relay Services and this Agreement. You hereby acknowledge and agree that the authorization provided by you in this Section 5.c. will remain in full force and effect until you notify Relay that you wish to revoke such authorization. If you wish to revoke your authorization as provided in this Section 5.c., then you will provide Relay with at least ten (10) Business Days' prior written notice to cancel such authorization.

## 6. RELAY SYSTEM AND PRODUCT USE FEES

a. **General.** You shall pay all accrued fees for use of the Relay System and any accompanying Relay Products as provided for in your MSA, product order form, or otherwise set forth in a written agreement with Relay, or as further set forth in these Terms.

b. **Transaction Fees.** For any Transaction payment requested by you using the Relay System (for example, using a RelayCode 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) in writing. Transaction Service Fees will be deducted from your Relay Account (see more information below) upon Transaction completion or shall be paid per invoice terms. Transaction Service Fees applicable to Relay mobile app Transactions shall be presented to, agreed upon, and collected from Members at the time of Transaction completion.

i. **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 (that is not a Lined 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 agree that Relay may charge and you shall pay an assessed late fee of 0.75% interest on all undisputed amounts past due or thirty-five dollars (\$35.00), per month, whichever amount is larger. You further agree that Relay may charge and you shall pay a not sufficient funds (“NSF”) fee of thirty-five dollars (\$35.00) as a result of a bounced ACH or check payment. For the avoidance of doubt, to the extent you have a dispute with a third-party unrelated to Relay that otherwise effects the calculation of the Transaction Service Fees (a “**Third Party Dispute Fee**”), such Third Party Dispute Fee shall not be considered an “undisputed amount” for purposes of this Platform Agreement.

ii. **Non-U.S. Transactions within a Territory.** To the extent a Transaction is conducted within a non-U.S. Territory, you shall be assessed a three percent (3.0%) fee on such transaction (the “**Cross-Border Fee**”). For the avoidance of doubt, the Cross-Border shall be in addition to any other fees applicable to such Transaction.

iii. **Offset funds.** To the extent your use of any Relay Product results in a return of funds or fees to you (for example chargeback transactions), Relay shall have the right to offset any amount payable by Relay to you pursuant to these Terms by any amounts owed to Relay by you from such returned funds or fees.

iv. **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 Relay’s Products 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. Relay shall include any tax obligation arising from your use of Relay Products in the applicable invoice for such Relay Products. Relay shall be solely responsible for all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to Relay’s performance of its services or provision of its products under this Agreement.

v. **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 if those amounts are not paid in full within fifteen (15) days of written notice of late payment.

vi. **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.

c. **Currency Denomination.** All fees are payable in U.S. dollars.

## 7. **INTELLECTUAL PROPERTY OWNERSHIP; LIMITED LICENSE RIGHTS**

a. **Ownership.** You own and shall retain all rights, title and interest in and to your intellectual property, and nothing in these Terms or any agreement between the parties shall be deemed to grant any license or rights to Relay. All content and other materials in or related to the Relay Services including, without limitation, our computer software, trademarks, service marks, patents, copyrights, trade secrets, know-how, designs, text, information, data, and other files made available therein, and the selection and arrangement thereof, and any documentation or other ancillary material provided to you by or on behalf of Relay (collectively, “**Relay IP**”), are and will remain the sole and exclusive property of Relay, subject to the limited license grant provided for herein.

b. **License.** Relay hereby grants a limited nonexclusive, non-transferable, revocable, worldwide, royalty-free right pursuant to these Terms 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 or the Relay Product being used by you. 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, Relay grants no license, right or intellectual property right in any Relay trademark, trade name or service mark pursuant to these Terms.

c. **License Restrictions.** You will not, and will not allow any third party to: (i) access or use all or any part of the Relay IP in a manner that is not expressly permitted under this Agreement; (ii) remove, deactivate, or otherwise circumvent any license restrictions or mechanisms intended to limit use of all or any part of the Relay IP; (iii) create derivative works of all or any part of the Relay IP; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available all or any part of the Relay IP to any third party; (v) reverse engineer, disassemble, or decompile all or any part of the Relay IP; or (vi) misuse, damage, disrupt, or impair all or any part of the Relay IP or interfere with any other person's access to or use of the Relay IP.

d. **Ownership of Improvements.** 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 you (or any of your 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, 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. Relay will have the right to use techniques, methodologies, tools, ideas, and other know-how gained during the course of providing any of the Relay Services in the furtherance of its own business and to perfect all other intellectual property rights related thereto, including patent, copyright, trademark, and trade secrets.

## 8. REPRESENTATIONS AND WARRANTIES

a. **Mutual Representations and Warranties.** Each party represents and warrants to the other party: (i) such party has all requisite power and authority to perform its obligations as described hereunder; (ii) such party is duly organized and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority to conduct its business as currently conducted; and (iii) these Terms have been duly executed and delivered by such party and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the Terms hereof.

b. **Member/Merchant.** None of the activities for which you have engaged the services of Relay shall violate any Applicable Law. 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, national or foreign law, including without limitation the U.S. export control laws and regulations. You also represent that your use of Relay Services and access to the Relay System shall not violate any intellectual property rights of another.

c. **Relay.** Relay warrants that it shall provide its products and services in a professional manner in accordance with customary industry standards. 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.

d. **Limited Warranty.** You also acknowledge and understand that Relay does not warrant that its Relay 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 your applicable MSA with Relay. Relay shall use its best efforts to remedy any such interruption in service as quickly as possible.

## 9. LIMITED LIABILITY; INDEMNIFICATION

a. **Disclaimer.** Except as otherwise specifically provided herein, the 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. Relay expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to Relay Products and the Relay System, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the Relay System, whether made by employees of Relay or otherwise, which is not contained in these Terms, shall be deemed to be a warranty by Relay for any purpose, or give rise to any liability of Relay whatsoever.

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 Relay IP, 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.**

i. **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. 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, 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 in Relay's performance of its obligations under this Platform Agreement.

ii. **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, unless such claim, action, audit, investigation, inquiry, or other proceeding is caused by your gross negligence, recklessness, or willful wrong act or omission in your performance of your obligations under this Platform Agreement.

iii. **Notice, Defense and Settlement.** Indemnified party shall promptly notify indemnifying party in writing of any claim or suit subject to indemnification under this Agreement. The indemnifying party shall defend indemnified party against all claims, suits and actions with counsel subject to indemnified party's reasonable approval and shall not enter into any settlement or compromise related thereto that contains an admission on the part of or otherwise negatively impacts indemnified party in any manner without the prior consent of the indemnified party.

## 10. CONFIDENTIALITY

a. **Confidential Information.** The party disclosing such Confidential Information (the "**Disclosing Party**") may disclose or otherwise make available information or material to the party receiving the Confidential Information (the "**Receiving Party**"), and such information and material will be deemed to be "**Confidential Information**" if, when disclosed or otherwise made available, whether in writing, verbally, or otherwise, (i) it contains proprietary information of the Disclosing Party, including trade secrets, software, object code, source code, file specifications, installation and operating instructions, end-user manuals, end-user agreements, training materials, guides, listings, functional and technical specifications relating to the Relay Services, systems, procedures, manuals, confidential reports, business plans, or customer lists; (ii) it is designated as confidential by the Disclosing Party; or (iii) it should reasonably be understood by the Receiving Party, given the nature of the information or material or the circumstances surrounding its disclosure, to be confidential. You agree to return or destroy any and all Relay Confidential Information in your possession, custody, or control. Upon termination or expiration of this Agreement, Receiving Party agrees to return or destroy, at Disclosing Party's request, any and all Disclosing Party's Confidential Information in Receiving Party's possession, custody, or control.

b. **Exclusions.** The obligations under this Agreement with respect to Confidential Information, including the restrictions on use and disclosure thereof, will not apply to information or material that (i) is or becomes publicly known through no wrongful act or omission of the Receiving Party, (ii) is or becomes rightfully known by the Receiving Party, without restriction on disclosure or use, from a Person other than the Disclosing Party, or (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as can be shown by documentary evidence. The Receiving Party will have the burden of establishing that any information does not constitute Confidential Information under this Platform Agreement.

c. **Use and Disclosure.** Each Receiving Party will hold the Confidential Information it receives in strict confidence and take appropriate precautions to protect such Confidential Information, which precautions will include, at a minimum, such precautions as such Receiving Party employs to protect its own Confidential Information but no less than commercially reasonable precautions. Except as otherwise expressly permitted in this Agreement, a Receiving Party will not use or disclose to any third party any Confidential Information of the Disclosing Party. A Receiving Party may use and disclose Confidential Information of a Disclosing Party only to the extent necessary for such Receiving Party to exercise its rights or perform its obligations under this Platform Agreement; provided, that, the Receiving Party may not disclose Confidential Information of the Disclosing Party to any Person unless such Person (i) has a "need to know" such Confidential Information for the purposes of the Receiving Party exercising its rights or performing its obligations under this Agreement, and (ii) is subject to confidentiality obligations that offer at least the same degree of protection as the confidentiality obligations set forth in this Platform Agreement.

d. **Disclosure by Applicable Law.** If any Governmental Authority requires a Receiving Party to disclose Confidential Information of a Disclosing Party, the Receiving Party will: (i) notify the Disclosing Party in writing as soon as practicable after learning of the existence or likely existence of such requirement (unless prohibited by Applicable Law); (ii) use all reasonable efforts to limit the scope of such disclosure, disclose only the Confidential Information reasonably required to comply with the requirement, and use reasonable efforts to obtain confidential treatment of or protection by order of any Confidential Information; and (iii) permit, subject to Applicable Law, the Disclosing Party to seek a protective order or to otherwise challenge or limit the disclosure of the Confidential Information prior to the disclosure thereof.

e. **Equitable Remedies.** Each party acknowledges that breach by it of one or more obligations in this Section 10 will cause the other party to suffer immediate and irreparable harm for which money damages would be an inadequate remedy. Therefore, if a party breaches one or more obligations under this Section 10, the other party will be entitled to injunctive or equitable relief as well as any additional relief that may be appropriate or otherwise available to such party.

## 11. 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 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.

## 12. NOTICE

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.

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 the Site, 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 replying "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.

## 13. TERM AND TERMINATION

a. **Term.** These Terms shall commence on the Effective Date and shall remain in effect until either party terminates any MSA or agreement as set forth herein.

b. **Termination.** These Terms shall be terminated by either party for any reason upon thirty (30) day notice to the other party, unless the parties have otherwise agreed in writing.

c. **Immediate Termination.** Either party may immediately terminate the MSA or any agreement with prompt written notice under the following conditions: (i) in the event the other party is or becomes bankrupt or unable to pay its debts as they become due hereunder; (ii) if a party determines that the other party has violated any material term, condition, covenant, or warranty of these Terms and the breaching party does not cure such breach within fifteen (15) Business Days of receiving written notice

from the non-breaching party; (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.

d. **Effect of Termination.** Upon the effective date of termination of the MSA, your rights hereunder to use the Relay System or applicable Relay Products 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.

#### 14. GENERAL

a. **Jurisdiction/Venue.** These Terms 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 Products, 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.

b. **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 without the approval of any Member, but shall provide notice of such assignment to you.

c. **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 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.

d. **Force Majeure.** Neither party shall be liable for or be considered in breach of or default under these Terms 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.

e. **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.

f. **Waiver.** The waiver of any breach or default of these Terms 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.

g. **Commercial Purpose.** You acknowledge and agree that these Terms are for business or commercial purposes and that with respect to the terms and conditions set forth herein, and any and all related transactions, you are not a "consumer" as that term is defined in the Uniform Commercial Code, Georgia Code Annotated, §§ 11-1-101, et seq. You further acknowledge and agree that you do not and shall not have any rights under the U.S. Fair Debt Collection Act (FDCA), the U.S. Fair Credit Reporting Act (FCRA), any state or local analogues to these laws, or any other law intended to provide protections

to consumers who enter into financial transactions for non-commercial purposes you agree to indemnify Relay for all costs, expenses, and fees, including legal fees (up through any appeal) in the event of any action commenced against Relay by any consumer protection lawsuit or other proceeding commenced with respect to this Agreement.

h. **No Publicity.** Neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Agreement, the services or otherwise, without the prior written consent of such other party.



**RELAY PAYMENTS INC.**  
**RELAYFUEL PROGRAM TERMS**  
Last Updated: August 14, 2024

These RelayFuel Program Terms (the “**Fuel Terms**”) serve as a supplement to the Platform Agreement and are hereby incorporated into and made part of the Platform Agreement between Relay and you.

**1. Overview.**

**a. Scope.** The Fuel Terms set forth the terms and conditions that govern your access to and use of the RelayFuel Program services (the “**Fuel Services**”) to purchase fuel and other related goods and services (collectively, “**Fuel Transactions**”). By accessing the Fuel Services, you consent to these Fuel Terms and the Platform Agreement, which is hereby incorporated by reference. Capitalized terms that are not defined in the Fuel Terms have the definitions provided in the Platform Agreement.

**b. Overview of Fuel Services.** The RelayFuel program enables Merchants and Members to utilize either Relay’s proprietary transaction processing services to enter into Fuel Transactions or Relay’s ledgering technology to process Fuel Transactions directly between Member and Merchant. Members and Merchants are required to use RelayConnect to access the Relay System and, in turn, may only access the Fuel Services and enter into Fuel Transactions through the Relay mobile app. By utilizing the Fuel Services, you agree that you are a commercial user subject to the terms of the Platform Agreement and these Fuel Terms.

**c. Modifications.** Subject to Applicable Law, we reserve the right to make changes to the Fuel Terms at any time and in our sole discretion. If we do make changes to these Fuel Terms, we will provide notice to you of such changes by posting the revised Fuel Terms through the Relay System, by e-mail and/or by updating the Fuel Terms on our website (and we will indicate at the top of these Fuel Terms the date the Fuel Terms were last updated). You agree to receive notifications through the described means, and you understand and agree that your continued use of the Relay System, our website, mobile application, the Relay Products, or any related services after we have made any such changes constitutes your acceptance of the revised Fuel Terms. If you do not agree to any revised Fuel Terms, you must immediately stop using the Relay System, the Relay Products, our website, our mobile application, or any of our related services.

**2. Definitions.**

**a. “Authorized User”** shall mean your authorized employee, independent contractor, or other Administrator authorized to access and use the Fuel Services on your behalf.

**b. “Disputed Transaction”** means a Fuel Transaction initiated using the RelayFuel program that you report as erroneous or unauthorized.

**c. “Promotion”** shall mean any coupon, reward, incentive, or discount program issued by a Merchant and made available to a Member in connection with a Fuel Transaction.

**3. Fuel Services.**

**a. Generally.** Relay, as an agent of and in conjunction with its FI Partner where applicable, will provide or otherwise make available the Fuel Services to you, which will enable you to receive, accept, and/or make payments, or accept and/or process Promotions.

**b. Purpose.** You will only access and use the Fuel Services for business and commercial purposes. For the avoidance of doubt, you will not access or use, or permit any other Person to access or use, the Fuel Services for personal, family, or household purposes. By accessing and using the Fuel Services, you agree that you are a commercial user subject to the terms of the Platform Agreement and these Fuel Terms.



**c. Participating in RelayFuel.** The RelayFuel Program will only be available to you and your Authorized Users through the Relay mobile app. The Platform Agreement and these Fuel Terms govern your use of the Fuel Services. You may only use the Fuel Services through the Relay mobile app and only if you consent to the Platform Agreement and these Fuel Terms.

**i. “RelayCode™”** shall refer to the unique alphanumeric identifier generated by Members using the Relay mobile app, Relay portal, or custom integration (API) to pay for Fuel Transactions and redeem Promotions. Where applicable, Relay and its FI Partner shall process payments and enable Members to redeem Promotions through the Relay mobile app.

**ii. “RelayDirect™”** shall refer to the direct billing program between Members and Merchants enabled through the Relay mobile app. Through the RelayDirect™ program, Relay will function only as a ledgering tool that authorizes and clears Fuel Transactions between Members and Merchants. All payment obligations between Members and Merchants through the RelayDirect™ program will be settled directly between such Member and such Merchant.

**iii. “RelayClutchNetwork”** shall refer to Relay’s proprietary membership network through which Relay secures discounts on fuel and related goods and services for members of the RelayClutchNetwork.

**d. Promotions.** Unless otherwise explicitly stated in writing by Relay, any coupon or discount program available to you in connection with a Fuel Transaction is specific to the issuer and/or Merchant, and (unless otherwise noted therein) any corresponding Promotions may not be used for goods and services from any other issuer and/or Merchant. You and the issuer of such Promotion are solely responsible for all aspects of the Promotions, including honoring the Promotions, any liabilities, injuries, losses, or damages you may suffer in connection with the use of the coupons or discount program, and any unclaimed property liability arising from unredeemed Promotions, or any portion thereof. You acknowledge that Relay is not responsible for redeeming Promotions, or for any matter relating to the coupons or discount program or any Promotions in general.

**e. Discount Visibility:** Currently, the Member’s Fuel Discount will be modified to a set price per Location communicated to the Member each day (the “Fuel Price”). This means that each night, the Member will be able to see the Fuel Price per Location within the Relay System.<sup>[1]</sup> Member shall be responsible for monitoring the Relay System for the applicable daily Fuel Price. Each Fuel Price will supersede and replace all previous Fuel Price(s). If no updated Fuel Price is received by the Member, the previous Fuel Price will remain in place for that day’s purchases. You agree that Merchant may provide your information to its affiliates and/or third-party service providers, as needed, in connection with the operation and maintenance of your account, and you expressly agree to such disclosures and use of information. You agree that Merchant shall have the right to change your Fuel Price, at any time, immediately upon notice pursuant to the Price Communication, and on a continuous basis for any Location or all Locations.

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<sup>[1]</sup> The Fuel Price for Diesel No. 1 is not available in the Relay System. In the event of inclement weather requiring blending of Diesel No. 1 and Ultra Low Sulfur No. 2, Member’s invoice may not reflect the Ultra Low Sulfur No. 2 Fuel Price as noted in the Relay System due to the inclusion of Diesel No. 1.



#### **4. General Obligations of Users; Access and Use of Fuel Services.**

**a. Eligibility.** In order for you or your Authorized User to access and use the Fuel Services, you must maintain a Relay Account and your Authorized User must download the Relay mobile app and conduct Fuel Transactions through the Relay mobile app. To the extent applicable, you will provide or otherwise make available all information and data requested by Relay or the Merchant for the purpose of verifying your satisfaction of the eligibility standards and any other reasonable requirements to access the Fuel Services and/or verify a Fuel Transaction, and will otherwise fully cooperate with Relay or the Merchant in connection with verifying your satisfaction of the eligibility standards and/or Fuel Transaction.

**b. Requesting the Fuel Services.** You may request access to the Fuel Services by causing an Administrator to submit a request through the Relay System. At your discretion, and where applicable, you may elect to use the RelayCode™ program, the RelayDirect™ program, or a combination of the two programs. The election can be made by your Administrator through your Relay Account.

**c. Transaction Limits and Relay Account Controls.** Relay and our FI Partner may establish other limitations or restrictions on your access to or use of the Fuel Services, including with respect to the volume and frequency of Fuel Transactions, the types of Fuel Transactions that can be initiated through the Relay mobile app, and the number of Authorized Users associated with your Relay Account. You acknowledge and agree that you will comply with all limitations and restrictions applicable to your access to and use of the Fuel Services. The limit for each Fuel Transaction will be the lesser of an amount set by Relay, our FI Partner, or you, provided that any such Fuel Transaction limit established by you will not exceed any Fuel Transaction limit established by Relay and/or the FI Partner or the balance in your Relay Account, and in no event will such Fuel Transaction limit exceed the maximum amount of five thousand dollars (\$5,000.00).

Relay and our FI Partner reserve the right to (i) decline to authorize any charges that would cause you to exceed any applicable limit, (ii) decline to authorize charges at merchants characterized by us as prohibited or restricted merchants, and/or (iii) decline to authorize charges, reverse charges, and/or suspend your access to the Fuel Services for security or any other reason, including for violation of the Platform Agreement, these Fuel Terms, or for suspected fraud.

**d. Acceptance of Promotions.** You acknowledge and agree that any Promotions redeemed through the Relay System are valid Promotions agreed to between you and the applicable Merchant. You further acknowledge and agree that Relay shall not be liable for any losses in connection with the redemption of a Promotion.

**e. Use Restrictions.** Your use of the Fuel Services is subject to the following conditions:

**i.** Any fraudulent use of the Fuel Services or any Promotions in violation of the Platform Agreement, these Fuel Terms, or any other applicable terms renders the payment void.

**ii.** Unless expressly allowed by the Merchant, Promotions cannot be combined with any other offers, certificates, or promotions.

**iii.** Promotions may only be applied to goods or services sold by the Merchant and may not be applied to delivery, processing, or handling fees. The Promotion may not be applied to gratuities, tax, or (unless expressly permitted by the Merchant) convenience store purchases.

**f. Taxes.** You hereby acknowledge and agree that you will be responsible for paying any sales, use, goods and services, value added, transfer, property or other taxes, any tax in the nature of a withholding tax and any duties payable in respect of the fees due in connection with any Fuel Transaction entered into by you, your Administrator, or an Authorized User. You further acknowledge and agree that Relay is not responsible for, and shall have no duty to you for, generating an International Fuel Tax





Agreement report and any tax obligations you may incur for operating and obtaining fuel in multiple jurisdictions.

## **5. Disputed Transactions.**

Relay and our FI Partner are not responsible for the delivery, quality, safety, legality, or any other aspect of products or services that you or any Authorized User purchases in connection with your access to and use of the Fuel Services. If you have a dispute regarding the product or service purchased in connection with a Fuel Transaction, you will contact the Merchant directly in an effort to resolve the dispute. You will report, through your Relay Account, any Disputed Transaction as soon as possible, but in no event more than thirty (30) days after such Disputed Transaction posts to your Relay Account. You will ensure that your report contains sufficient detail regarding the Disputed Transaction, and you will provide any additional information requested or required by Relay or our FI Partner in connection with the Disputed Transaction.

## **6. Transaction Data.**

You hereby acknowledge and agree that to the extent you are separately subject to an agreement with a specific Merchant, Carrier, and/or Broker limiting the type or amount of Fuel Transactions you may enter into outside of such specific Merchant, Carrier, and/or Broker, Relay may provide such Merchant, Carrier, and/or Broker with the aggregated data associated with your Fuel Transactions, such as the amount of fuel purchased as well as related goods and services purchased (collectively, the **"Fuel Transaction Data"**). Such Fuel Transaction Data shall be provided periodically to Merchants to enable Merchants to verify that you are complying with the terms of any agreements between you and such Merchant. Such Fuel Transaction Data shall be provided periodically to partners and/or advisors, as applicable, to enable those partners and/or advisors to verify and review Member Fuel Transaction Data. Relay shall not be liable for any losses resulting from any claim between you and the Merchant resulting from Relay providing the Fuel Transaction Data. Subject to applicable law, you further acknowledge and agree that Merchant may provide and disclose (or otherwise direct Relay to provide and disclose) your information related to the operation and maintenance of your Relay Account to the Merchant's affiliates and/or Merchant's third-party service providers.

## **7. User Representations and Warranties.**

**a.** You have advised each Administrator and each Authorized User of your and their obligations under these Fuel Terms.

**b.** With respect to each Fuel Transaction initiated, you hereby represent and warrant to Relay and our FI Partner that: (i) such Fuel Transaction is for a business and commercial purpose and is not for a personal, family, or household purpose, complies with Applicable Law, will not cause you to violate any limitation or restriction applicable to your access to and use of the Fuel Services, and is otherwise permitted under the Platform Agreement, our FI Partner Guidelines, or these Fuel Terms; (ii) you maintain good and available funds in your Relay Account sufficient to cover the total amount of such Fuel Transaction; and (iii) your access to and use of the Fuel Services has not been suspended or terminated.

**c.** With respect to the Promotions, you hereby represent and warrant that you have a valid and enforceable agreement with the issuer of any such Promotion and that, in connection with honoring such Promotion, Relay and/or the issuer may rely on your representations and warranties set forth in these Fuel Terms and may rely on all actions and instructions you or your Administrators provide in connection with administering your access to and use of the Fuel Services with respect to Fuel Transactions.

## **8. Suspension and Termination Rights.**

Without limiting any other suspension and termination rights under the Platform Agreement or these Fuel Terms, Relay and/or our FI Partner may refuse to authorize any Fuel Transaction, reverse Fuel Transactions, or otherwise suspend or terminate your, your Administrator's, or your Authorized User's access to or use of all or any part of the Fuel Services in the event Relay and/or our FI Partner determines



that: (i) Relay and/or our FI Partner needs to investigate any unusual Fuel Transaction activity that indicates a Fuel Transaction may have occurred in connection with any restricted activity that violates the Platform Agreement or these Fuel Terms; (ii) you fail to pay any amounts due in connection with the Fuel Services; or (iii) you do not maintain good and available funds in your Relay Account sufficient to cover each Fuel Transaction. You acknowledge and agree that Relay and/or our FI Partner may condition reactivation of your access to or use of the Fuel Services upon certain additional requirements communicated to you following a suspension, or that Relay and/or our FI Partner may elect to terminate your access to and use of the Fuel Services.

## **9. Indemnification.**

**a.** In addition to any other indemnification obligations under the Platform Agreement, you will indemnify, defend (at Relay's election), and hold harmless each Relay indemnitee from and against all losses in connection with any claim arising out of, relating to, or alleging any acts and omissions of any Administrator or Authorized User with respect to use of the Fuel Services, any Fuel Transaction, or any Promotion.

**b.** Relay shall indemnify, defend, and hold harmless you and your employees, directors, agents, affiliates, and representatives from and against losses arising out of a fraudulent Fuel Transaction due to Relay's gross negligence or willful misconduct.

## **10. Limitations on Liability.**

Except as otherwise specifically provided herein, the Fuel 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 Fuel Transactions may be originated or through which Relay may receive or transmit information, and no such entity shall be deemed an agent of Relay. You further acknowledge and agree that Relay shall not be held responsible or liable for any negligence, willful recklessness, or fraudulent activity of your Authorized Users or Administrators in connection with your use of the Fuel Services.