



RELAY PAYMENTS INC.
RELAYGO™ CARD PROGRAM TERMS
Last Updated: June 13, 2023

These RelayGo™ Card Program Terms (the “**Card Program Terms**” or “**Card 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. For purposes of these Card Terms, references to “you” and “your” shall refer to the Member.

1. General Overview.

a. Scope. The Card Terms set forth the terms and conditions that govern your access to and use of the Relay Card (the “**Card**”) issued by an FI Partner to you (the “**Card Issuing Services**”), including the process for obtaining and managing the Cards through your Relay Account and the issuance and use of the Card. By using the Cards, you consent to these Card Terms and the Issuer Card Terms, which is hereby incorporated by reference. Capitalized terms that are not defined in these Card Terms have the definitions provided in the Platform Agreement.

b. FI Partner. Relay’s FI Partner for the processing of Card Transactions is Stripe, Inc. (the “**Issuer**”). The Issuer is solely a party to the Platform Agreement in connection with the Card Issuing Services. Accordingly, in addition to constituting a legally binding agreement between you and Relay, the Platform Agreement and these Card Terms also will constitute a legally binding cardholder agreement between you and the Issuer. For the avoidance of doubt, Issuer is not a party to the Platform Agreement and no account relationship is established between you and the Issuer until such time as the Card Issuing Services are enabled through the Relay System for use by you. Even if you are utilizing services other than the Card Issuing Services pursuant to the terms of the Platform Agreement, you shall have no relationship, contractual or otherwise, with Issuer until such time as the Card Issuing Services are enabled for you.

c. Know-Your-Customer and Anti-Money Laundering. To help the government combat the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each Person who opens an account with the financial institution. When you open an account, Relay and/or the Issuer will ask for your name, address, date of birth, and other identifying information that will allow Relay and/or the Issuer identify you. We and/or the Issuer may also ask for additional identifying documents to verify your identity. For the avoidance of doubt, identity verification is required before you can use the Card.

When an account is opened on your behalf, Relay and/or the Issuer may ask for copies of certain information that will help Relay and/or the Issuer verify your Registration Data and your identity, as well as your Authorized Users and Administrators. We and/or the Issuer may collect your information, including, but not limited to, address, corporate organizational documents, and federal employer identification number. Relay and/or the Issuer may require personal information from your Administrators, Authorized Users, principal owners, and other authorized users and administrators, including, but not limited to, their name, address, phone number, date of birth, social security number or individual taxpayer identification number, driver’s license, and/or passport.

d. Modifications. Subject to Applicable Law, Relay and/or the Issuer reserve the right to make changes to the Card Terms, replace, or discontinue all or any part of the Card Issuing Services, including the type of Cards, the features and functionality of the Cards, and the limitations or other restrictions applicable to your access to or use of the Cards, at any time and in our sole discretion. If we do make changes to these Card Terms, we will provide notice to you of such changes by posting the revised Card Terms through the Relay System, by e-mail and/or by updating the Card Terms on our website (and we will indicate at the top of these Card Terms the date the Card Terms were last updated). You agree to receive notifications through the means described in the Platform Agreement and you understand and agree that your continued use of the Card and any related services after we have made any such changes



constitutes your acceptance of the revised Card Terms. If you do not agree to any revised Card Terms, you must immediately stop using the Card and any related services.

2. Definitions.

a. “Card Information” means, with respect to each Card, the cardholder name, primary account number, expiration date, service code, card verification code (CVV), personal identification number (PIN), and any other sensitive authentication data used to authenticate cardholders and/or authorize Card Transactions.

b. “Card Network” or “Network” means any relevant electronic funds transfer network or other payment network supported in connection with the Card Services.

c. “Card Network Rules” or “Network Rules” means 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.

d. “Card Transaction” means a Transaction initiated with a Card.

e. “Disputed Transaction” means a Transaction initiated using a Card that you report as erroneous or unauthorized.

f. “Due Date” means the date that your Relay Balance is due, as reflected on your Periodic Statement and in your Relay Account portal.

g. “Issuer Card Terms” means any agreement between you and the Issuer for use of the Cards that are identified on our Site.

h. “Periodic Statement” means the periodic statements that reflect activity for all Cards issued to you identifying charges, fees, fines, refunds, or other amounts owed or credited to your Relay Account during each statement period.

i. “Relay Balance” means all amounts charged to your Relay Account at any time, including charges, fees, fines, or amounts that we are permitted to add to your Relay Account by these Card Terms, the Platform Agreement, the Issuer Card Terms or otherwise, including attorneys’ fees or collection costs.

3. Card Issuing Services.

a. Generally. Relay, as an agent of and in conjunction with the Issuer, will provide or otherwise make available the Card Issuing Services to you, which will enable you to request, receive, and facilitate the use of such Cards in accordance with the terms and conditions of the Platform Agreement and these Card Terms.

b. Purpose. You will only access and use the Card Issuing Services, and any Cards issued to you in connection with the Card Issuing 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 Card Issuing Services, or any Cards issued in connection with the Card Issuing Services, for personal, family, or household purposes. By requesting the issuance of, accessing, or using a Card, you agree that you are a commercial user subject to the terms of the Platform Agreement and these Card Terms.

c. Issuing the Card. The Cards are issued by the Issuer. The Platform Agreement, these Card Terms, and the Issuer Card Terms govern your use of the Cards. You may only use the Cards if you consent to the Platform Agreement, these Card Terms, and the Issuer Card Terms, and your Authorized Users and Administrators consent to the Platform Agreement and these Card Terms.



4. General Obligations of Users.

a. Eligibility. In order for you to access and use the Card Issuing Services, you must meet certain eligibility standards imposed by Relay and/or the Issuer. If you access and use the Card Issuing Services through a merchant, Relay may request that the merchant verify your eligibility pursuant to the eligibility standards. To the extent applicable, you will provide or otherwise make available all information and data requested by the merchant for the purpose of verifying your satisfaction of the eligibility standards and will otherwise fully cooperate with the merchant in connection with the merchant's verification of your satisfaction of the eligibility standards.

b. Authorized Users and Administrators.

i. You will designate one or more authorized representatives to control and administer all access to and use of the Card Issuing Services through the Relay System on behalf of each user (each, an **"Administrator"**). You acknowledge and agree that only Administrators are authorized to control and administer all access to and use of the Card Issuing Services on your behalf and to request Cards and to provide such Cards to Authorized Users.

ii. You may authorize employees, independent contractors, or other Administrators to receive and use Cards to initiate Card Transactions on your behalf (each, an **"Authorized User"**). You acknowledge and agree that only Authorized Users are authorized to use Cards to initiate Card Transactions on your behalf.

iii. You are responsible for notifying each Administrator and Authorized User of your and their obligations under the Platform Agreement and these Card Terms and monitoring each Administrator's and Authorized User's access to and use of the Card Issuing Services to ensure their compliance with the Platform Agreement and these Card Terms. You will be responsible and liable for the acts and omissions of each Administrator and Authorized User with regard to the Platform Agreement and these Card Terms.

c. Card Security. You will keep your Relay Account secure and only provide access to individuals that you have authorized. You will immediately disable access to the Cards if you know or believe your Relay Account or Cards have or may have been compromised or stolen or have been or may be misused, and you will promptly lock such Cards and notify us of any known or reasonably suspected unauthorized access or use. You can reach us by email at help@relaypayments.com or by telephone at 1-877-735-2910. You acknowledge and agree that you ultimately are responsible for any financial loss caused by Administrators, Authorized Users, or other authorized persons given access to your Relay Account or Cards, except as otherwise provided by Card Network Rules and the Platform Agreement. We may suspend access to your Relay Account and/or Cards if we believe your Relay Account or Cards have been compromised or that not doing so may pose a risk to you, Relay, the Issuer, or any applicable third parties.

d. Responsibility for Cards and Card Transactions. Each Card and each Card Transaction initiated using a Card will be associated with your Relay Account. Subject to Applicable Law and Network Rules, as among you, Relay, and Issuer, you will be responsible and liable for all Card Transactions associated with your Relay Account, including Card Transactions resulting from any unauthorized access to or use of any Card or Card Information.

e. Use of Marks. Notwithstanding anything to the contrary in the Platform Agreement, you will not use, display, or reproduce the name, logo, trademarks, service marks, patents, or copyrights of Relay or Issuer in connection with the Card Issuing Services without obtaining Relay's prior written approval.



5. Accessing and Using the Card Issuing Services and Cards.

a. Requesting the Cards. You may obtain Cards by causing an Administrator to submit a request through the Relay System. Each Card must be activated by an Administrator in the manner communicated to you by Relay before any Authorized User may access and use such Card to initiate a Card Transaction.

b. Activating the Cards. Once you have received the Card, you will need to follow the provided instructions that accompany either the delivery of the physical Cards to the Administrator or by a Notice sent electronically or through your Relay Account. By using a Card or participating in the Card Issuing Services in any way, you, any Administrators, and any Authorized Users represent that you and they have read and understand the Platform Agreement and the Card Terms and agree to be bound by such terms.

c. Funding the Card. All Cards will be funded by your Relay Balance.

d. Credit Limits and Relay Account Controls. Relay and Issuer may establish other limitations or restrictions on your access to or use of the Card Issuing Services, including with respect to the volume and frequency of Card Transactions, the types of Card Transactions that can be initiated with Cards, and the number of Authorized Users or Cards 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 Card Issuing Services. The limit for each Card Transaction will be the lesser of an amount set by Relay, the Issuer, or you, provided that any such Card Transaction limit established by you will not exceed any Card Transaction limit established by Relay and/or the Issuer or the balance in your Relay Account, and in no event will such Card Transaction limit exceed the maximum amount of ten thousand dollars (\$10,000.00).

Your transaction limits and your payment terms, such as the length of your statement period and the number of days from the end of your statement period to your Due Date, are set by Relay and the Issuer in their sole discretion using a combination of data available to Relay, including data from your application and commercially available data that assesses your credit quality and the credit quality of the individual applying on your behalf. The transaction limit, the length of your statement period, the Due Date applicable to your Relay Account, and any other limitations or restrictions can be found on your Relay Account portal. Transaction limits, the length of your statement period and/or your Due Date may be modified at any time with or without advance notice to you based on risk and other credit considerations, including temporary increases or decreases to your spending limits or reducing spending limits to zero dollars.

Relay and the Issuer 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 the Card Network, Issuer, or us as prohibited or restricted merchants, and/or (iii) decline to authorize charges, reverse charges, and/or suspend Cards for security or any other reason, including for violation of the Platform Agreement, these Card Terms, the Issuer Card Terms, or Network Rules, as well as for suspected fraud. We are not responsible for losses resulting from declined or reversed charges. Merchants typically accept all Card Network-branded Cards; however, we are not responsible for and will have no liability if a merchant refuses to honor a Card. We further reserve the right to place a hold on a Card for any charge. Where a hold is placed on a Card, the amount of the hold will reduce the available spend until the hold is released.

e. Using Cards. You agree that you will ensure that each Administrator and/or Authorized User: (i) uses the Card solely for commercial or business purposes; (ii) uses the Card in compliance with the Platform Agreement and these Card Terms; (iii) does not use the Card in connection with any of the following activities or types of businesses: (A) online gambling websites, (B) the purchase of illegal goods or services, (C) the purchase of gift cards, checks, or money orders, or (D) payroll expenses. You further acknowledge and agree that Relay and/or the Issuer may refuse to authorize any Card Transaction that Relay and/or the Issuer believes violates the terms of the Platform Agreement or these Card Terms.



f. Replacing Cards. You will promptly notify us and take appropriate measures to prevent unauthorized access to your Relay Account and unauthorized use of your Card when a Card is lost, stolen, breached, or needs to be replaced. In such cases, Administrators may request the issuance of replacement Cards through your Relay Account portal. Replacement Cards may have new account numbers that will require you to update the Card on file for any scheduled or recurring payments. If you do not update the Card for scheduled or recurring payments, the transactions may not be completed. You are solely responsible for updating Cards stored with merchants where account numbers have been changed.

g. Virtual Cards. In the event that you export any virtual Card from the Relay System, you will ensure that any related Card Information is maintained in an encrypted manner and will otherwise ensure compliance with any other applicable security obligations under the Platform Agreement, the Card Terms, Applicable Law, and Network Rules.

h. Ownership of Cards. You acknowledge and agree that all Cards are issued to you by Issuer under a license from the applicable Network. As between you and the Issuer, the Cards remain the property of Issuer and Issuer may revoke your right to access or use the Cards at any time, either directly or through Relay.

i. Card Acceptance. You acknowledge and agree that merchants may choose what type of cards to accept and Relay and the Issuer are not responsible or liable for any merchant's refusal to accept a Card.

6. Disputed Transactions.

Relay and the Issuer 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 a Card Transaction. If you have a dispute regarding the product or service purchased in connection with a Card 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, the Issuer, or any FI Partner in connection with the Disputed Transaction. You acknowledge and agree that by reporting the Disputed Transaction, you assign and transfer to Issuer any rights and claims that you may have against any merchant for such Disputed Transaction.

7. User Representations and Warranties.

You represent and warrant during the period in which you are subject to the Platform Agreement and/or the Card Terms that:

a. Each Administrator has all necessary authority to control and administer access to and use of the Card Issuing Services on your behalf and to request Cards and to provide such Cards to Authorized Users.

b. Relay and/or the Issuer may rely on all actions and instructions of Administrators in connection with administering your access to and use of the Card Issuing Services, including with respect to requesting Cards and providing such Cards to Authorized Users.

c. Each Authorized User (i) has all necessary authority to use Cards to initiate Card Transactions on your behalf, and (ii) is not sanctioned, embargoed, or blocked by any Governmental Authority, including by reason of inclusion on a list maintained by the Office of Foreign Asset Control or any other Governmental Authority or subject to any other Applicable Law that would prohibit or limit Relay and/or the Issuer from providing Cards to the Authorized User.

d. You have advised each Administrator and each Authorized User of your and their obligations under the Platform Agreement and the Card Terms.



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

8. Suspension and Termination Rights.

Without limiting any other suspension and termination rights under the Platform Agreement or these Card Terms, Relay and/or the Issuer may refuse to authorize any Card Transaction, reverse Card 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 Card Issuing Services in the event Relay and/or the Issuer determine that: (i) Relay and/or the Issuer needs to investigate any unusual Card activity that indicates a Card may have been used in connection with any restricted activity that violates the Platform Agreement or these Card Terms; (ii) you fail to pay any amounts due in connection with the Card Issuing Services; or (iii) you do not maintain good and available funds in your Relay Account sufficient to cover each Card Transaction. You acknowledge and agree that Relay and/or the Issuer may condition reactivation of your access to or use of the Card Issuing Services upon certain additional requirements communicated to you following a suspension, or that Relay and/or the Issuer may elect to terminate your access to and use of the Card Issuing Services.

9. Indemnification.

In addition to any other indemnification obligations under the Platform Agreement or these Card Terms, 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.

10. Survival.

The following Sections of the Card Terms will survive termination or expiration of the Platform Agreement: Section 2 (Definitions), Section 3(b) (Card Issuing Services—Purpose), Section 4(b)(iii) (General Obligations of Users—Authorized Users and Administrators), Section 4(c) (General Obligations of Users—Card Security), Section 4(d) (General Obligations of Users—Responsibility for Cards and Card Transactions), Section 5(h) (Accessing and Using the Card Issuing Services and Cards—Ownership of Cards), Section 5(i) (Accessing and Using the Card Issuing Services and Cards—Card Acceptance), the last two sentences of Section 6 (Disputed Transactions), Section 7 (User Representations and Warranties), Section 8 (Suspension and Termination Rights), Section 9 (Indemnification), and Section 10 (Survival).