



# RELAY

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**RELAY PAYMENTS INC.  
PARKING MEMBER AND MERCHANT TERMS AND CONDITIONS**

**I. RELAY PARKING SERVICES TERMS**

**A.** Relay Parking Services Terms are in addition to and incorporate Relay's Member and Merchant Terms and Conditions Sections I-XVI and are specific to Relay's Parking Services offerings.

**B. Additional Product Definitions.**

1. **"RelayReserve™"** shall mean and refer to Relay's reservation system in which Merchants advertise their parking lot spaces for Members to reserve and purchase parking. RelayReserve is offered to Members in the Relay mobile app as a feature (under the "EXPLORE" tab) in addition to payment services. RelayReserve is part of the Relay System and is accessed by Merchant subscribers via the Relay portal or custom integration (API) to review reservations and Transactions.
2. **"RelayConnect"** shall mean and refer to the software offered by Relay to parking lot Merchants ("Parking Merchants") as a Parking Management System. RelayConnect for Parking allows Parking Merchants to manage parking lot inventory, confirm reservations, and accept payment utilizing the Relay System for payment processing via the Parking Merchant's Relay Account. RelayConnect is part of the Relay System and may be accessed by Merchant subscribers via the Relay portal or customer integration (API).

**C. Members.**

1. **RelayReserve.** Members may use the in-app RelayReserve/EXPLORE feature to reserve available parking spots offered by Parking Merchants. Your reservation via RelayReserve constitutes your agreement and acceptance of all applicable Member parking terms and conditions.
  - a) Members hereby consent to the provision, sharing, and transmission of certain Member information to Parking Merchants for the sole purpose of reserving and paying for parking services via RelayReserve, and hereby acknowledge and agree to Relay's privacy policy.
  - b) Members may be required to accept additional terms and conditions required by specific Parking Merchant prior to completing reservation. Member's reservation creates an agreement between Member and Merchant. Relay is thus not liable to Member for the pricing, facilities, products, or other services provided by Merchant.
  - c) If Member reserve parking outside of RelayReserve with any Merchant, Member hereby agrees that Relay is not responsible for the specifics of that reservation and has no liability for any acts or omissions of the Merchant with respect to that reservation.
  - d) Relay does not make any representation or warranty, express or implied, of any kind with respect to Merchant information displayed in RelayReserve to the extent such information is provided by Merchant.
  - e) Your reservation is subject to availability.
  - f) Full or partial payment to the Merchant may be due upon reservation and paid from Your Member Relay Account.
  - g) Unless otherwise provided in Merchant terms, Relay will process valid cancellations and refunds pursuant to industry standards.



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2. **Parking Payments.** Member payments to Parking Merchants for reservations made via RelayReserve shall be processed from Member's Relay Account by the Relay System pursuant to Relay's Member and Merchant Terms and Conditions.

## D. Merchants.

1. Parking Merchants may utilize RelayReserve and/or RelayConnect services. Please refer to your MSA or order form to review Your specific Relay Product subscriptions.
2. **RelayReserve.** To the extent You (Parking Merchant) subscribe to RelayReserve, you hereby agree to grant Relay a limited, nonexclusive, non-transferable, revocable, worldwide, royalty-free right to use Your company name, logo or other trade or brand name ("Merchant Identifier") to identify You as a provider of parking services to Relay's network of Members. You agree to permit Relay to display the Merchant Identifier in the RelayReserve/EXPLORE feature of the Relay mobile app to permit Members to reserve and pay for parking spaces at Your locations.
  - a) You agree that any reservation requested by a Member and confirmed by You via RelayReserve or email (or other confirmation means agreed upon in writing between You and Relay) shall be honored by You, unless canceled by Member in accordance with applicable terms. You are solely responsible for reservations after confirmation is authorized, except for payment processing. Any dispute over confirmed reservations shall be resolved between You and Member, directly.
  - b) Any RelayReserve Merchant transaction fee owed to Relay pursuant to your MSA or order form shall be due upon Transaction completion. Unless otherwise agreed upon in writing between You and Relay, such fees shall be deducted from Your Relay Account or paid per invoice terms.
  - c) You agree to provide Relay with accurate information for display in RelayReserve. Relay is not responsible for inaccurate or incomplete information provided by You and displayed in RelayReserve to Members.
3. **RelayConnect.** To the extent You subscribe to use of the RelayConnect software as a service, Relay grants you access pursuant to Relay's Member and Merchant Terms and Conditions (via Your Relay Account) via the Relay API. You hereby agree to comply with all applicable Relay Merchant Terms and Conditions.
  - a) If You subscribe to RelayConnect but do not subscribe to RelayReserve, RelayConnect shall still process Transactions using the Relay System pursuant to Relay's Member and Merchant Terms and Conditions.
  - b) You further agree to establish and maintain proper privacy policies and procedures to protect Member information received by and used by You for reservation and/or parking services. Further, You hereby agree to Relay's privacy policy.