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## RELAYGO CARD PROGRAM TERMS & CONDITIONS MEMBERS ONLY

### I. RELAYGO CARD PROGRAM TERMS (MEMBERS ONLY)

- A. These terms are in addition to and fully incorporate Relay's Member and Merchant Terms and Conditions Sections I-XVI and are specific to Member use of the RelayGo card. Please refer to Your MSA and/or any order form for Your Card Program applicable fees.
- B. **Issuer.** The RelayGo™ card is issued by Celtic Bank, an FDIC insured bank located in Salt Lake City, Utah. Stripe, Inc. manages the issuance of the RelayGo card for Relay (a "Platform Company," as that term is defined by Stripe in Section 11 of the terms and conditions available at <https://stripe.com/issuing/legal>) and its Card Program. The RelayGo card is a Visa Commercial Credit card.
- C. **Stripe User Terms.** You hereby agree that any use of a RelayGo card by You or Your employees constitutes Your acceptance of Stripe's Authorized User terms and conditions available at <https://stripe.com/issuing/spend-card-user-terms/legal> prior to activation of any RelayGo card, as an Authorized User in Relay's Card Program.
- D. **Limited Liability.** While RelayGo Cards may be used anywhere that accepts Visa Credit cards (third party vendors in addition to Merchants accept RelayGo), Relay is not responsible and will have no liability if a third party vendor refuses to honor a RelayGo card. You are responsible for securing your RelayGo card, account number, and security features (CVV and PIN). Relay will not be liable for lost or stolen RelayGo cards. Contact Relay immediately in the event of a lost or stolen card to protect your account.
- E. **Activation.** You will receive information on how to activate your card in the mail. If you do not receive this information, please contact your Administrator or Relay Customer Service.
- F. **Terms of Service.**
  - 1. **Restrictions.** Use of any RelayGo Card is **for business purposes only**. For that Reason, certain Transactions may be prohibited or blocked. Under no circumstances shall any Transaction under this Agreement be used for household, personal, or consumer purposes or for any reason prohibited by these terms and conditions. The use of the RelayGo card to purchase lottery tickets or other games of chance, alcohol, gift cards, pre-paid cards, or other cash equivalent charges, payments to self, or any other non-business purpose are prohibited. Member shall adopt internal policies and controls to ensure that Transactions made hereunder are used strictly for business or commercial purposes. Please see Appendix A.
  - 2. **"Pay as You Go" Auto-Pay Enrollment.** To the extent Member elects to enroll in Relay's "Pay as You Go" payment program, settlement of Transactions and fees due between You and Relay shall be performed on a daily basis (net 0) via automated ACH debit at 4pm Eastern Standard Time. Accordingly, you hereby authorize Relay to automatically perform the ACH debit and permit Relay to communicate with your bank pursuant to the following:
    - a) **Plaid.** Relay utilizes Plaid™ to enable Members to securely connect their bank account to the Relay System for automatic ACH debit. Member is required to sign up and use Plaid to participate in Relay's Pay as You Go program. Member accordingly agrees to the terms and conditions of Plaid available at <https://plaid.com/legal/#end-user-services-agreement-us>.



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- b) **Personal Information.** Relay collects and uses Member bank account information accessible via Plaid to approve certain spending amounts available for Your RelayGo Transactions on a daily basis. To review more information on Relay's use of this and other personal information, please review Relay's Privacy Policy.
  - c) **Available Funds.** Relay shall have the right to limit Member's RelayGo spending amounts on a daily basis using the RelayGo card based on bank account information accessible via Plaid as well as any applicable rules and regulations. For example, Relay shall be permitted to implement spending limits, restricting Your use of Your RelayGo card to 50% of the available funds identified by Plaid. Relay also reserves the right to review additional information including business information, account history, asset information, or Member's operations to determine spending limits. The decision to limit spending amounts based on Plaid account information is subject to Relay's sole and absolute discretion. If you have any questions about RelayGo card limits, please contact customer support at 877-735-2910 or [help@relaypayments.com](mailto:help@relaypayments.com).
  - d) **Rejected Funds.** Any auto-payment returned for insufficient funds will incur an additional processing fee of \$35, which may be auto-debited in Relay's next ACH settlement attempt. Member's Relay Account shall be locked until full payment is made. Relay Account may also be locked for overdue invoices.
  - e) **Prepayment.** Member may pay any amounts due to Relay or any portion of such amounts at any time prior to the due date for such amounts without penalty.
- 3. **Apple Wallet.** Your RelayGo card is able to be added to Apple Wallet on any Apple mobile device for use as a virtual card. Apple, however, is not in any way responsible for any RelayGo virtual card, processing, or Transactions. Please direct all inquires to Relay.
  - 4. **ATM Cash Advance.** Cash advances may be restricted if more than 10% of your credit line is used. Relay may charge a \$3 fee for each cash advance issued, in addition to any ATM fee, which is charged by the ATM. Cash advance cannot exceed \$500.
  - 5. **Credit.** See Credit Agreement terms and conditions at <https://www.relaypayments.com/wp-content/uploads/commercial-transaction-credit-agreement.pdf>.
- G. **Errors of Others.** Relay shall not be held responsible for errors, acts or failures to act of others, including, and among others, entities, banks, communications carriers or clearing houses through which Transactions may be originated, transacted, or through which Relay may receive or transmit information, and no such entity shall be deemed an agent of Relay.

## II. 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.



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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.
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.



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- 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.