



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.^[i] 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.

^[i] 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.