RELAY PAYMENTS INC.
GENERAL WEBSITE TERMS OF USE
Last Updated: December 5, 2024

1. Scope of Use

Relay Payments, Inc. ("**Relay**", "**we**", "**our**", or "**us**") provides the website (https://www.relaypayments.com) and the mobile application (collectively, the "**Site**") to you, the user of the Site ("**you**" or "**your**"), for your commercial use, and subject to the following Website Terms of Use (these "**Terms**"). These Terms set for the terms and conditions that govern access to, and use of, the Site. By using and accessing the Site, you enter into and agree to these Terms, and if you are using the Site on behalf of a legal entity (such as a business or your employer), you represent and warrant that you have sufficient authority to bind such legal entity to these Terms. For purposes of the following terms, references to "we", "us", and "our" include Relay and our affiliates, subsidiaries, agents, representatives, successors, and assigns.

Your use of our Site for any purpose constitutes your acknowledgment and acceptance that (a) you have read, understand, and are bound by all of the Terms contained herein; (b) you affirm, represent, and warrant that you meet all of the eligibility requirements set forth in these Term and are fully competent and able to enter into the terms, obligations, affirmations, representations, and warranties set forth in these Terms; and (c) you acknowledge and agree that you are entering into these Terms with us. It is a violation of these Terms for you to use this Site in contravention or violation of any applicable laws and regulations or in violation of the rules of any of our service providers. Certain other programs or services provided by us through linked websites accessible on our Site may have additional terms and conditions regarding your use of those services, and nothing in these Terms is intended to modify such terms and conditions.

This policy is executed in the English language, and in the event of any conflict between the English version and any translation into another language, the English version shall prevail, with any such translation being provided solely for convenience and not having any binding effect.

YOU MAY NOT ACCESS OR USE THE SITE IF YOU DO NOT AGREE TO THESE TERMS.

2. Modifications

Subject to applicable law, we reserve the right to modify the Site and make changes to the Terms at any time and in our sole discretion without prior notice to you. If we do make changes to these Terms, we will provide notice to you of such changes by posting the revised Terms on the Site and updating the "Last Updated" date at the top of this webpage. You understand and agree that your continued use of Site after we have made any such changes constitutes your acceptance of the revised Terms. If you do not agree to any revised Terms, you must immediately stop using the Site.

3. Privacy Policy

Please refer to our privacy policy (the "**Privacy Policy**"), located at https://www.relaypayments.com/legal, for information about how we collect, use, and share information about our users. By agreeing to these Terms, you also agree to our Privacy Policy, incorporated herein by reference, and you acknowledge that you will regularly update yourself

on the Terms and our Privacy Policy to familiarize yourself with any and all updates to the Terms and the Privacy Policy.

4. Registration; Security; Approvals

A. **Registration.** If you use any of our services or provide us any information through the Site, including, without limitation, you or your employer's name, social security number, birth date, address, phone number, or any other information you provide (collectively, your "**Registration Data**"), you agree to provide true, accurate, current, complete and up-to-date information. You further agree to provide any specific Account Data that we deem mandatory. If you provide any information that is untrue, inaccurate, non-current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, non-current or incomplete, then we have the right to terminate or refuse any and all current or future access or use of the Site (or any portion thereof). We reserve the right to take any action that we deem necessary to ensure the security of the Site and any account associated with you ("**Relay Account**"), including without limitation changing your password, terminating your Relay Account, or requesting additional information to authorize actions made on your Relay Account.

B. **Security.** You are solely responsible for safeguarding Your password and other login credentials for Your Relay Account and for restricting access to Your Relay Account. You agree to immediately notify Relay of any unauthorized use of Your Relay Account login information or any other breach of security. If you believe Your Relay Account login information has been lost or stolen or if you believe fraudulent activity has occurred in connection with Your Relay Account, it is your responsibility to contact Relay customer service or call 1-877-735-2910 immediately. **You are solely liable for any use of your Account by you or any other person or entity including any claims, damages, losses, costs or other liabilities resulting from or caused by any use of the Relay Account, or failure to keep your Registration Data and the security questions and responses confidential, whether such failure occurs with or without your knowledge or consent and regardless of any negligence or lack thereof. You will immediately notify us of any suspected or actual unauthorized access to or use of your Registration Data or any other breach of your Relay Account security.**

You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use the Site, and we reserve the right to change the access configuration of the Site at any time without prior notice. To protect Your Relay Account from unauthorized activity, You agree to regularly log into Your Relay Account and review Your Relay Account activity, as well as enable two factor authentication.

C. 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 access your Relay Account 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. 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.

5. Impermissible Use

You will not use the Site for any use other than the business purpose for which it was intended. You agree not to (a) take any action that imposes an unreasonable or disproportionately large load on the Site or mobile application (including any networks and servers used to provide any of the services); (b) facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information; (c) use an anonymizing proxy; (d) use any robot, spider, other automatic device, or manual process to monitor or copy the Site, or use any device, software or routine to bypass any element of the Relay System; (e) interfere or disrupt or attempt to interfere with or disrupt the Relay System (including any networks and servers used to provide any of the Relay Services); (f) take any action that may cause Relay to lose any of services from its internet service providers, payment processors, or other suppliers or service providers; (g) circumvent any of Relay's policies or determinations about your Relay Account such as temporary or indefinite suspensions or other account holds, limitations or restrictions; (h) engage in any activity that is fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions; (i) promotes or provides instructions for illegal activities; or (j) harass and/or threaten our employees, agents, or other users.

6. Limitations on Liability; No Warranties

A. Limitations on Liability. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY MATERIALS, GOODS, SERVICES AND/OR PRODUCTS WE HAVE PROVIDED TO YOU ON OR THROUGH THE SITE, WHETHER OR NOT YOU HAVE PURCHASED OR PROVIDED ANY CONSIDERATION FOR SUCH, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO: (A) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SITE OR ANY PRODUCTS YOU PURCHASE ON OR THROUGH THE SITE; (B) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (C) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY; (D) RELIANCE BY ANY PARTY ON ANY CONTENT OR ACCOUNT DATA OBTAINED THROUGH USE OF THE SITE; OR (E) WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, EPIDEMIC, PANDEMIC, ANY GLOBAL, NATIONAL, OR LOCAL PUBLIC HEALTH EMERGENCY OR DISEASE OUTBREAK (INCLUDING, WITHOUT LIMITATION, COVID-19 (A/K/A THE 2019 NOVEL CORONAVIRUS) OR ANY SIMILAR DISEASE(S)), TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE, OR RELATED INFORMATION OR PROGRAMS, THAT ARISE IN CONNECTION WITH: (1) MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM YOU; (2) INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SITE; OR (3) COMPUTER VIRUSES.



WITHOUT LIMITING THE TERMS SET FORTH IN THE SERVICE TERMS REGARDING THE LIMITATION OF OUR LIABILITY TO YOU FOR ANY GOODS, PRODUCTS, AND/OR SERVICES YOU PURCHASE ON OR THROUGH THE SITE, OUR TOTAL LIABILITY TO YOU RELATING TO THESE TERMS AND/OR YOUR USE OF THE SITE, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID US DIRECTLY FOR THE USE OF THE SITE, IF ANY, AND IF YOU HAVE PAID NO AMOUNT, THEN TEN UNITED STATES DOLLARS ($10.00). YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE VIEWED OR USED THE SITE WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THESE TERMS.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Some jurisdictions do not allow exclusions of liability for certain types of damages. Accordingly, some of the above limitations may not apply to you to the extent prohibited by law. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

B. No Warranties. THE SITE AND ALL PRODUCTS AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU ON AN “AS-IS,” “AS-AVAILABLE” BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE SITE OR ANY SERVICES, GOODS, PRODUCTS, INFORMATION, OPINIONS, AND MATERIALS AVAILABLE THROUGH THE SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION YOU OBTAIN FROM THE SITE BEFORE RELYING ON IT. USE OF THE SITE IS AT YOUR SOLE RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE OR THE MATERIALS PROVIDED THROUGH THE SITE WILL BE UNINTERRUPTED, COMPLETELY SECURE, VIRUS-FREE, OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER WRITTEN, ORAL OR MULTIMEDIA, OBTAINED BY YOU FROM THE SITE WILL CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

7. Intellectual Property Ownership; Limited License Rights

A. Ownership. All content and other materials in or related to the Site and any services described therein, 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,

"**Proprietary Information**"), are and will remain the sole and exclusive property of Relay, subject to the limited license grant provided for herein.

B. Limited License. Subject to your compliance with these Terms and all applicable international, federal, state and local laws, rules, and regulations, we grant you a limited, revocable, nonexclusive, non-sublicensable, non-transferable, license to use the Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. Relay hereby further grants you 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 and Conditions, Relay grants no license, right or intellectual property right in any Relay trademark, trade name or service mark pursuant to these Terms.

8. Content

If the Site includes a page or area for you to post or submit any reviews, comments, photos, statements, ideas, questions or other content, or any names or user names associated with any of the foregoing, to the Site or to us (collectively, the "**Content**"), you acknowledge and agree that all such Content will comply with these Terms and you may not use any fake e-mail address or impersonate any other person or entity or otherwise mislead as to the origin of the Content. Unless we indicate otherwise, you grant us an irrevocable, perpetual, fully paid up, royalty-free, enterprise wide, worldwide license to copy, modify, sell, create derivative works from, or otherwise use the Content on any media and in any form for our business purposes. You represent and warrant that all Content that you submit or post complies with any applicable guidelines or rules of the United States Federal Trade Commission, including but not limited to FTC 16 CFR Part 255, regarding truth-in advertising and disclosure requirements. You represent and warrant that all Content you submit to the Site or us is accurate, truthful and non-deceptive and that all Content has evidence to back up the claims made.

9. Feedback

We welcome feedback, comments and suggestions for improvements to the Site ("**Feedback**"). You can submit Feedback by either emailing us at help@relaypayments.com or by sending us a message through our "Contact" page on the Site, available here: http://www.relaypayments.com/contact. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose without payment of any consideration, attribution, or any other remuneration to you.

10. Remedies; Disclosure of Information

We reserve the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in the Site, including, without limitation, these Terms, including the right to suspend or permanently block access and use from a particular Internet address to the Site. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, we reserve the right at all times to: (a) disclose any information as we deem necessary to

satisfy any applicable law, regulation, legal process or governmental request; or (b) edit, refuse to post or to remove any information or materials, in whole or in part, as applicable, in our sole discretion.

11. Indemnification

All disputes between you and a third party related to any use of the Site 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) your use of the Site, unless such claim, action, audit, investigation, inquiry, or other proceeding is caused by Relay's gross negligence, recklessness, or willful wrong act or omission; (b) your violation of these Terms; (c) any Registration Data, Content, and/or Feedback you provide; (d) your negligence, fraud, or willful misconduct; and (e) your violation of any law or regulation or any rights of another. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that you are required to indemnify against, and you agree to cooperate in our defense of such matter. This indemnification will survive any termination of these Terms.

12. Third-Party Sites

Some links in the Site may navigate you away from the Site or redirect you to other websites, including websites operated by third parties. The linked third party websites are not under our control, and the content available on the linked third party websites does not necessarily reflect our opinion or imply our recommendation or endorsement of the linked third party website or the opinions expressed therein. We are not responsible for the privacy practices of any other websites. Please be aware that those websites may collect personally identifiable information ("**PII**") from or about you as well as non-PII about your visit. You should review the terms of use and privacy policies that are posted on any website that you visit, before using any linked websites.

We are providing these links to other Internet sites as a convenience to you, and access to any other Internet sites linked to the Site is at your own risk. We are under no obligation to maintain any link on the Site and we may remove a link at any time in our sole discretion for any reason whatsoever. We will not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website or for any action you may take as a result of linking to any such website.

13. No Fiduciary Relationship

There is no fiduciary relationship between you and us. These Terms do not create any relationship of principal-agent, partnership, joint venture, or employer-employee between you and us. You may not enter into any contract on our behalf or bind us in any way.

14. Right to Monitor

We reserve the right, but not the responsibility, to actively monitor the use of the Site and use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, we may, at any time as we deem appropriate, remove any materials from the Site that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, cause harm, or are, in our sole discretion, inconsistent with our purpose for the Site.

15. No Editorial Control of Third Party Content; No Statement as to Accuracy

To the extent that any of the content included in the Site is provided by third party content providers or other Site users, we have no editorial control or responsibility over such content. Therefore, any opinions, statements, products, services or other information expressed or made available by third party suppliers or users on the Site are those of such third party suppliers or users, respectively. We do not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of the content displayed on the Site or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with Relay.

16. Electronic Communications and Notice

When you visit the Site or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail at the address we have on file for you (if any), sending you messages through the mobile application we provide, or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms.

All notices required or permitted under these Terms to us will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery, provided that we may provide written notice to you through electronic communications as described in the paragraph immediately above. The notice address for Relay is Relay Payments Inc. 400 Galleria Parkway, Suite 500, Atlanta, GA 30339. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (a) in the case of certified mail, on the second business day after deposited in the U.S. mail, and (b) in the case of overnight courier or hand delivery, upon delivery. We may change our notice address by giving written notice to you by the means specified in this Section.

17. Electronic Signatures and Consents

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), these Terms and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (a) you or your authorized representative(s)' electronic signature is associated with these Terms and related documents, (b) You consent and intend to be bound by these Terms and related documents, and (c) these Terms are delivered in an electronic record capable of retention by you at the time of receipt (i.e., print or otherwise store the electronic record).

18. Assignment

The rights granted under these Terms are and shall be personal to you and shall not be assigned by you without the prior written consent of Relay, which shall not be unreasonably withheld or delayed. Relay may assign its rights and obligations under these Terms at any time, but shall provide prompt written notice of such assignment.

19. 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 the use and access of the Site, your Relay Account, or the Relay mobile app 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.

20. Fees and Costs

In the event that an action of any kind is brought or an attorney is retained by you or us 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.

21. 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.

22. 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.