



**RELAY PAYMENTS INC.  
RELAYDIRECT™ TERMS AND CONDITIONS**

Last Updated: February 28, 2024

These RelayDirect™ Terms and Conditions (the “**RelayDirect 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 RelayDirect Terms set forth the terms and conditions that govern your access to and use of the RelayDirect™ Program services (the “**RelayDirect Services**”), which allows Merchants to pay Members and Members to receive payment from Merchants, through the Relay System and facilitated by our FI Partner, for services rendered (the “**RelayDirect Transactions**”). By accessing the RelayDirect Services, you consent to these RelayDirect Terms and the Platform Agreement, which is hereby incorporated by reference. Capitalized terms that are not defined in these RelayDirect Terms have the definitions provided in the Platform Agreement.

**b. Overview of RelayDirect Services.** RelayDirect™ enables, through the Relay mobile app, a direct billing program between Members and Merchants. Through RelayDirect™, Relay will function as a ledgering tool that confirms RelayDirect Transactions between Members and Merchants to enable Merchants and Members to settle their payment obligations directly between such Merchant and such Member. By utilizing the RelayDirect Services, you agree that you are a commercial user subject to the terms of the Platform Agreement and the RelayDirect Terms.

**c. Modifications.** Subject to Applicable Law, we reserve the right to make changes to the RelayDirect Terms at any time and in our sole discretion. If we do make changes to the RelayDirect Terms, we will provide notice to you of such changes by posting the revised RelayDirect Terms through the Relay System, by e-mail and/or by updating the RelayDirect Terms on our website (and we will indicate at the top of the RelayDirect Terms the date the RelayDirect 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 app, the Relay Products, or any related services after we have made any such changes constitutes your acceptance of the revised RelayDirect Terms. If you do not agree to any revised RelayDirect Terms, you must immediately stop using the Relay System, the Relay Products, our website, our mobile app or any of our related services.

**2. Definitions.**

**a. “Authorized User”** shall refer to your authorized employee, independent contractor, or other Administrator authorized to access and use the RelayDirect Services on your behalf.

b. **“Disputed Transaction”** shall refer to a RelayDirect Transaction initiated using RelayDirect™ that you report as erroneous or unauthorized.

c. **“QuickPay”** or **“QuickPay Rebate”** shall refer to a RelayDirect Transaction where the Member selects an accelerated payment term.

d. **“Quick Pay Rebate”** shall refer to the revenue sharing between Relay and the Merchant generated from a QuickPay transaction.

### 3. **RelayDirect Services.**

a. **Generally.** Relay, as an agent of and in conjunction with its FI Partner where applicable, will provide or otherwise make available the RelayDirect Services to you, which will enable you to receive, accept, and/or make payments.

b. **Purpose.** You will only access and use the RelayDirect Services for business and commercial purposes. You will not access or use, or permit any other Person to access or use, the RelayDirect Services for personal, family or household purposes. By accessing and using the RelayDirect Services, you agree that you are a commercial user subject to the terms of the Platform Agreement and the RelayDirect Terms.

c. **Participating in RelayDirect™.** The RelayDirect™ Program will only be available to you and your Authorized Users through the Relay mobile app. The Platform Agreement and the RelayDirect Terms govern your use of the RelayDirect Services. You may only use the RelayDirect Services through the Relay mobile app and only if you consent to the Platform Agreement and the RelayDirect Terms.

d. **Members.**

- i. RelayDirect™ Members receive payment directly from Merchant through the Relay System in accordance with Member’s invoice or other form of payment request by Member or tracking system by the Merchant for brokerage services satisfactorily rendered.
- ii. A Member’s acceptance of payment serves as explicit authorization from Merchant for Relay to verify the RelayDirect Transaction and enable Merchant to direct funds to Member’s Relay Account via Member’s settlement source (ACH or paper check).

e. **Merchants.**

- i. RelayDirect™ Merchants (e.g., a Broker) use the Relay System to pay Members for services performed to satisfaction. Merchants hereby authorize Relay to confirm any RelayDirect Transactions through the RelayDirect Services and agree to transfer funds to Members in accordance with Member’s invoice or other form of payment request by Member or with the tracking system utilized by the Merchant for brokerage services satisfactorily rendered.

- ii. Merchants hereby agree to establish a Relay Account as a RelayDirect™ Merchant to send payment to one or more Relay Members via the Relay System by applicable financial settlement.
- iii. Merchants hereby agree to maintain their Relay Account in good standing, which includes the timely payment of any and all balances. If the Merchant uses the Relay QuickPay program, Merchant may receive a rebate from Relay for those transactions processed using QuickPay. The QuickPay Rebate is processed in accordance with the Merchant's standard payment terms and rate as defined in the Merchant's Order Form.
- iv. Merchant may invite an entity (e.g., a Carrier) to sign up as a RelayDirect™ Member in order to initiate a RelayDirect Transaction payment. Alternatively, Merchant may provide Relay with the Carrier identification information to contact the Carrier directly to enroll for the RelayDirect Services (subject to any onboarding requirements of Relay as set forth in the Platform Agreement) and initiate RelayDirect Transaction payment.
  - A. Merchant hereby represents and warrants that all such information provided to Relay for the purpose of RelayDirect Transaction completion shall be true and correct and Relay shall have no liability for RelayDirect Transaction errors caused by incorrect information provided by Merchant.
  - B. Merchant further represents and warrants that it has the requisite permission and/or authorization from the Member to provide Member's payment information to Relay. Merchant shall be solely liable to Member for any dispute regarding Merchant providing Member's information and data to Relay.

**f. Integrations.**

- i. To the extent Merchant chooses to integrate QuickBooks (a product of Intuit®) with RelayDirect™ and/or any other software provider, Merchant hereby acknowledges that neither QuickBooks nor Intuit nor any other software provider is affiliated with Relay or RelayDirect™. Relay shall not be liable for any errors, omissions, or system failures of any QuickBooks application or the application of any other software provider or Merchant's use or implementation of QuickBooks and/or the other software providers and their integration with RelayDirect™.
- ii. Integrations are offered as a service to Merchant for convenience. Any questions regarding the operation, functionality, or any other use of Quickbooks or any other software provider shall be directed to that software provider directly.
- iii. Relay will charge an Integration Fee if the Merchant requests a custom built integration. This Integration Fee is refundable to the Merchant's account balance if the Merchant goes live as of the predetermined "go-live date." Going live means that the Merchant has setup and processed payments for at least sixty (60) days

using RelayDirect, following the predetermined “go-live date.” If the Merchant does not go-live by the predetermined date, then the Integration Fee is kept by Relay.

**g. Third Party Payments (Factors).**

- i. To the extent any payment is directed or has been assigned by a Member (e.g., a Carrier) to a third party entity (e.g., a “Factor”), Relay will facilitate payment by Merchant to Factor pursuant to the following:
  - A. The Factor shall establish a Relay Account as a RelayDirect™ Member to receive payment. Relay may request a copy of the relevant UCC 9-406 Notice of Assignment documentation (a “**Notice**”), assigning right of payment to the Factor on behalf of the Member for proper payment.
  - B. Relay may in its sole and exclusive discretion refuse to pay a Factor. In the event Relay does not accept a Member assignment to a Factor, payment on a RelayDirect Transaction shall be directed to such Member.
- ii. Merchant and Member hereby acknowledge and agree that Relay is not governed by UCC 9-406 and is not an account debtor. As a result, **responsibility, and any applicable liabilities, to the Factor remains with Merchant and not Relay for any reason.**

Relay shall not be responsible or liable for incorrect Notice documentation or Factor information. In the event payment is improperly made pursuant to such incorrect information, Merchant remains responsible to Relay and Relay shall be permitted to take appropriate action with respect to Merchant’s Relay Account (i.e., chargeback) to settle proper payment accordingly.

**4. General Obligations of Users; Access and Use of RelayDirect Services.**

**a. Eligibility.** In order for you and your Authorized User to access and use the RelayDirect Services, you must maintain a Relay Account and your Authorized User must download the Relay mobile app and conduct RelayDirect 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 RelayDirect Services and/or verify a RelayDirect Transaction, and will otherwise fully cooperate with Relay or the Merchant in connection with verifying your satisfaction of the eligibility standards and/or RelayDirect Transactions.

**b. Requesting the RelayDirect Services.** You may request access to the RelayDirect Services by causing an Administrator to submit a request through the Relay System. At your discretion, and where applicable, you may elect to use RelayCode™, RelayDirect™, or a combination of the two programs. The election can be made by your Administrator through your Relay Account.

**c. Use Restrictions.** Any fraudulent use of the RelayDirect Services in violation of the Platform Agreement, the RelayDirect Terms, or any other applicable terms renders the payment void.

d. **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 RelayDirect Transaction entered into by you, your Administrator, or an Authorized User.

## 5. **Disputed Transactions.**

Relay is not responsible for the delivery, quality, safety, legality, or any other aspect of products or services that you or any Authorized User purchases or sells in connection with your access to and use of the RelayDirect Services. If a Member or Merchant has a dispute regarding the product or service purchased or sold in connection with a RelayDirect Transaction, Members and Merchants will contact one another 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 in connection with the Disputed Transaction.

Merchant and/or Member may request that Relay initiate a payment reversal for an ACH transaction or stopping and reissuing a check. Relay will attempt to process the reversal or stop request on behalf of the Merchant and/or Member. However, Relay is not responsible for the success of the reversal or check reissuance. The cost of a reversal and/or check reissuance request is thirty-five dollars (\$35.00). This fee will be deducted from the Merchant's account balance upon request of the reversal and/or check reissuance and is not refundable, regardless of the successful outcome of the reversal and/or check issuance request. **The responsibility and any liability around payments remains with the Merchant.** By continuing to use our services, the Merchant agrees to and accepts these fees for any reversal and/or check reissuance requested.

## 6. **Transaction Data.**

You hereby acknowledge and agree that to the extent you are separately subject to an agreement with a specific Member, Merchant, Carrier, Broker and/or Factor limiting the type or amount of RelayDirect Transactions you may enter into outside of such specific Member, Merchant, Carrier, Broker and/or Factor, Relay may provide such Member, Merchant, Carrier, Broker and/or Factor with the aggregated data associated with your RelayDirect Transactions (the "**RelayDirect Transaction Data**"). Such RelayDirect Transaction Data shall be provided periodically to Merchants to enable Merchants to verify that Members are complying with the terms of any agreements between Members and Merchants. Relay shall not be liable for any losses resulting from any claim between Members and Merchants resulting from Relay providing the RelayDirect Transaction Data.

## 7. **User Representations and Warranties.**

a. You have advised each Administrator and each Authorized User of your and their obligations under the RelayDirect Terms.

b. With respect to each RelayDirect Transaction initiated, you hereby represent and warrant to Relay that: (i) such RelayDirect 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 RelayDirect Services and is otherwise permitted under the Platform Agreement or the RelayDirect Terms; (ii) you maintain good and available funds in your Relay Account sufficient to cover the total amount of such RelayDirect Transaction; and (iii) your access to and use of the RelayDirect 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 RelayDirect Terms, Relay may refuse to authorize a RelayDirect Transaction, reverse a RelayDirect Transaction, 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 RelayDirect Services in the event Relay determines that: (a) Relay needs to investigate any unusual RelayDirect Transaction activity that indicates a RelayDirect Transaction may have occurred in connection with any restricted activity that violates the Platform Agreement or the RelayDirect Terms; (b) you fail to pay any amounts due in connection with the RelayDirect Services; or (c) you do not maintain good and available funds in your Relay Account sufficient to cover each RelayDirect Transaction. You acknowledge and agree that Relay may condition reactivation of your access to or use of the RelayDirect Services upon certain additional requirements communicated to you following a suspension, or that Relay may elect to terminate your access to and use of the RelayDirect 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 RelayDirect Services or any RelayDirect Transaction.

**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 RelayDirect Transaction due to Relay's gross negligence or willful misconduct.

## **10. Limitations on Liability.**

Except as otherwise specifically provided herein, the RelayDirect 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 RelayDirect 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 RelayDirect Services.