

Melio Terms of Service

Last Revision Date: January 6, 2020

Melio Payments, Inc. d/b/a Melio (“Melio”) enables business-to-business payments and consumer-to-business payments in some limited scenarios as described below in Section 3.2. These Terms of Service (the “Agreement”) are a legal agreement between Melio on the one hand, and you and any person or organization for which you act, on the other hand. This Agreement governs your use of our website located at www.meliopayments.com and the associated software and services (collectively the “Services”). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ANY MELIO SERVICES. If you do not agree to this Agreement, do not use the Services.

This Agreement provides that all disputes between you and Melio will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION. Please review Section 27 (“Dispute Resolution and Arbitration”) for the details regarding your agreement to arbitrate any dispute with Melio.

As used in this Agreement, the words “you” and “your” refer to you, a User (defined below) of the Services and the Party agreeing to this Agreement. The words “we,” “us,” “our” and any other variation thereof refer to Melio. Any reference to Melio in this Agreement includes our and our affiliates directors, officers, employees, contractors, owners and agents.

1. ACCEPTANCE OF AGREEMENT.

By accessing the Services, you agree to, and are bound by, the terms and conditions of this Agreement. If you do not agree to this Agreement, do not use the Services. You represent that you have authority to enter into this Agreement on your own behalf and on behalf of any person or organization for which you act.

2. AMENDMENTS.

Melio may modify this Agreement at any time in its sole discretion by updating this posting. We will take reasonable steps to notify you of any material changes to this Agreement. Your continued use of the Services after a modification signifies your agreement to the modification. If you have any questions about this Agreement, please contact us at: support@meliopayments.com.

3. OVERVIEW OF MELIO SERVICES.

- 3.1. Description of the Services. Melio provides Services which generally enable United States-based businesses and freelancers (“Payors”) to transmit payments for commercial

purposes to United States-based business recipients (“Recipients”), including Recipients who do not accept a Payor’s preferred payment method, (collectively “Users”). Payors may capture a Recipient invoice using their mobile device, upload an invoice electronically, import an invoice from various accounting software, or enter in invoice details manually. Such information may be used to generate a bill which can then be synched with various accounting software.

Melio may also partner with Recipients to facilitate their receipt of funds and crediting of customer accounts. Recipients may generate and upload invoices through the Melio Services to request payment from Payors, Recipients may request payment from Payors without uploading invoices, and Recipients may also request payment from payors that have not registered for Melio’s Services.

For access to and use of the Services, Melio may charge Users a fee (the “Fee”) at the time of Payment submission.

3.2. Limited Use of Service for Consumer to Business Payments.

California-based Recipients that enroll in the Services may also use the Services to accept payments from consumer-payors that reside in California. By using the Services for this purpose, Recipient acknowledges and agrees that Melio is the agent of the Recipient for purposes of the payment transaction. As a result, the consumer-payor’s obligation to Recipient is satisfied when the consumer-payor submits payment to Melio. Please note that California-based consumer-payors cannot independently register for the Melio Services; they may only use the Services where an enrolled Recipient requests payment from such consumer-payor.

3.3. Accepted Payment Methods. Melio enables Users to transmit payments to Recipients via automated clearinghouse (“ACH”), credit or debit card, or via wire transfer. Recipients may receive payments via paper check, electronic check, debit card, ACH transfer, wire transfer, or via virtual card number (“VCN”).

- Melio supports payments from all U.S. financial institutions.
- Cards issued on the following payment networks may be used as payment methods via the Services: Visa, MC, Discover, STAR, PULSE and Accel.

3.4. Fund Ownership.

- Payments to Recipients (other than Fees) do not pass into Melio’s legal ownership at any time from payment initiation to successful delivery, including any subsequent refunds.

- Melio uses a master bank account at Evolve Bank & Trust (Evolve) that is held in Evolve's name. The account title also shows that this account is for the benefit of customers of Melio. Melio has the right to instruct Evolve on the use of funds in the account, including to receive funds from you and to then send funds to your Recipient based on your instructions. Evolve transfers all funds for the benefit of Melio's customers.

3.5. An Independent Third-Party.

- Melio is an independent, third-party service that is not formally affiliated with your Recipients. You acknowledge and agree that your use of the Services does not in any way constitute a tri-party agreement between you, Melio, and your Recipients.
- Accordingly, Melio assumes no responsibility and will have no liability for any consequences resulting from your interactions or contracts with Recipients, including but not limited to payment terms, the proper and timely delivery of goods or services, and any associated disputes which may arise. You further acknowledge that your use of Melio Services does not alter or affect any Recipient payment terms including but not limited to deadlines, payment plans, late fees, and refunds. Melio in no way endorses, recommends, or bears any responsibility or liability for any products, services or statements presented by Recipients. Recipient statements and opinions are not representative of Melio or its business partners.

4. ELIGIBILITY AND SETTING UP YOUR ACCOUNT

- 4.1. Eligibility Requirements. In order to use the Services, you must (i) be an individual of at least 18 years of age and able to form legally binding contracts under applicable law, (ii) have a valid and active e-mail address, (iii) use the Services on behalf of a United States-domiciled business entity or freelancer; and (iv) have a valid deposit account at a Melio-supported bank or payment card issued on a Melio-supported network as outlined in Section 3.3 above. Other restrictions may apply.
- 4.2. Creating an Account. In order to access the Services as a User, you must create an account ("Account"). When you set up your Account, you will be required to create log-in credentials by providing certain types of personal information including your name, a valid email address, information about your business, and a strong password (collectively, your "Registration

Information”). We may also request additional information, such as your business’ EIN, after you have created your Account. You agree to provide true, accurate and complete Registration Information and to notify us promptly if any of your Registration Information, including your email address, changes. You agree that you will take reasonable precautions to safeguard your password and other authentication details and keep them confidential. You are responsible for all activity that occurs in association with your Account. Melio is not liable for any loss or damages caused by your failure to maintain the confidentiality of your Account credentials.

4.3. Privacy; Identity Authentication

- Personally identifiable information (“Personal Information”) provided through the Services is governed by our Privacy Policy located at <https://bit.ly/2zrcrO6>. By using the Services, you agree to, and are bound by, the terms of Melio’s Privacy Policy which is incorporated by reference into this Agreement as if it were set forth herein in its entirety.
- You authorize Melio, directly or through third parties, to make any inquiries we consider necessary to verify your or your business’ identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, financial instruments, or information associated with your business, and verifying your Personal Information and your business’ information against third party databases or through other sources. If Melio cannot verify your or your business’ identity, Melio reserves the right to deny you use of the Services or to limit your use of your Account.
- If you as a Recipient receive, in a calendar year (1) more than \$20,000 in payments made through the Services; or (2) more than 200 individual transactions through the Services, you agree to provide Melio with your taxpayer identification number.

4.4. Linking a Payment Method. Once you have created an Account, you may link various payment methods, including your depository accounts with financial institutions (each, a “Bank Account”) or credit or debit cards. We use Plaid Technologies, Inc. (“Plaid”) to gather your data from financial institutions . By using the Services, you grant Melio and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy available at <https://plaid.com/legal>. Please note that payment methods may be saved to your

Account for easy reference and submission.

- 4.5. Payment Method Verification. Upon addition to your Account, your Bank Account may be verified to confirm its validity. A temporary, small authorization charge may appear on your bank statement. You authorize Melio to credit your Bank Account with two (2) different and random micro-deposits, which you will be required to enter once prompted through the Services. You also authorize Melio to debit your Bank Account for the amounts of the two (2) micro deposits within ten (10) business days.
- 4.6. Payment Method Representations. When you add a payment method to your Account, you agree to the following:
- You have the authority to disclose the payment method information and to bind the person or organization for which you act;
 - You authorize the initiation of debit or credit entries, as applicable, to the payment methods in accordance with instructions inputted through the Services, and, if necessary, the initiation of adjustments for any transactions debited or credited in error;
 - You acknowledge that transactions initiated from your payment method must comply with the provisions of U.S. law;
 - Your authorization will remain in effect until not later than thirty (30) days after Melio receives written notice from you of your desire to cancel; and
 - You will not use the Services for personal, family, or household purposes; unless you are a California-based Recipient receiving payments from California-based payors for personal, family, or household purposes.
- 4.7. Your Existing Payment Method Terms.
- All payment method usage associated to payments submitted via the Services are subject to existing terms for your payment method, including any relevant credit or transactional limits, credit and interest terms, and rewards programs. Where applicable, Melio retains all rights and authority for the treatment of your payment methods via the Services, which may supersede your payment method program terms. For example, Melio may impose a transactional limit on your payment method for payments via the Services, which may be a lower value than the amount allowed by your program.

- Payments may only be made to U.S. payment methods. We may, in our sole discretion, impose limits on the size, frequency, and timing of payments sent through the Services, on a per transaction or a cumulative basis, and change those limits at any time.
- 4.8. Restrictions on Payment Methods. To prevent fraud and comply with legal obligations, we may put your payment method on hold for review. If you do not cooperate with our review process, your payment may be delayed or declined. We reserve the right to limit or refuse your use of a particular payment method for any reason in our sole discretion.
- 4.9. Recipient Setup. To use the Services, a Payor may enter payment information for Recipients. The Payor must provide correct and current payment information for each Recipient as follows:
- For both check and electronic payments, the Payor must provide the Recipient name and remittance address.
 - In addition, for electronic payments, the Payor must:
 - Invite the Recipient to set up an Account by sending the Recipient an e-mail invitation through the Services;
 - Input the Recipient's bank routing number and bank account number through the Services;
 - Input the Recipient's telephone number and email address; or
 - Confirm existing Recipient details (if they have previously used the Services and Melio has retained such Recipient details).

Please note that our ability to effect electronic payment to new Recipients will depend on the Recipient's willingness to provide us with its banking details. If the Recipient does not provide this information, we will be unable to complete your transaction electronically and we will send such Recipient a paper check.

You are responsible for verifying the accuracy of the foregoing Recipient information prior to scheduling payments, and Melio will have no liability for losses or damages due to your or your Recipient's actions or inactions. If you invite a Recipient to set up

an Account, it will take several business days to complete the verification process required to activate the Account for electronic payments. If you input a Recipient's bank routing number and bank account number on behalf of a Recipient, you represent and warrant that you have obtained from the Recipient the authorizations set forth in Section 4.6 above.

Alternatively, a Payor may invite a Recipient to set up their own Account and provide their appropriate payment information.

5. MOBILE INVOICE CAPTURE

The Services may enable you to upload an invoice using the camera on your mobile device or computer (the "Remote Capture Service").

5.1. Image Quality. The image of an invoice transmitted using Remote Capture Service must be legible and clear. It must capture all pertinent information from the front of the item. You authorize us to convert items to Image Replacement Documents ("IRDs") or transmit them as an image. If the electronic files and/or images transmitted to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- Further transmit the item and data in the form received from you;
- Repair or attempt to repair the item or data and then further transmit it;
- Process the item as photocopies in lieu of originals; or
- Return the data and item to you unprocessed.

5.2. Remote Capture Minimum Hardware and Software Requirements. In order to use the Remote Capture Service, you must obtain and maintain, at your expense, compatible hardware and software including but not limited to an Internet connection and either a mobile phone or computer capable of capturing an electronic image.

6. MAKING PAYMENTS THROUGH THE SERVICES.

6.1. Payment Submission. Melio payments can be submitted for immediate or future processing via the Services. Payment submission requires at least the following to be specified:

- a Recipient;
- a payment method;

- a payment amount; and
- your invoice number.

Any or all of the above fields may be pre-filled for you. As further outlined in our Privacy Policy, you agree to allow Melio to share this information with your payment Recipient.

- 6.2. Payment Information. Melio may require additional information from you at the time you submit a payment. This may include, but is not limited to, requesting additional documentation related to a specific payment or additional details regarding the designated Recipient.
- 6.3. Satisfactory Goods or Services. By submitting your payment for processing through the Services, you agree that the goods or services provided by your Recipient in exchange for the payment (minus Fees) have already been rendered to your satisfaction. You hereby forfeit any future claims regarding insufficient or unexpected quality or untimely delivery of the goods and services provided, including those Services rendered by Melio in exchange for your payment of fees.
- 6.4. Processing Payments.
 - Payments made through the Services require sufficient time for your Recipient to receive your payment and credit your account accordingly. To make a payment, use the Services to select the date ("Process Date") on which Melio will debit your payment method to pay a bill or an invoice. The Services will indicate the earliest possible Process Date for each payment. We will use commercially reasonable efforts to issue payment within one to two business days following the Process Date, depending on the size of the payment and subject to "payment review," as described in Section 10 below.
 - You will be solely responsible for scheduling payments and selecting a Process Date for each payment that allows sufficient time for the payment to be delivered on or prior to the bill's due date. Typically, it takes two to three full business days after the Process Date to post an electronic payment and five full business days to deliver a check payment within the territorial United States by first class mail. Note, however, that the expected delivery timeframe is a projected estimate based on Melio's historical performance for a given disbursement channel, and is subject to change.

- Payments submitted for immediate processing will require successful payment method authorization at time of submission, while payments marked for future processing will require payment method authorization on the Process Date indicated for the payment. If a payment method fails to authorize, Melio will be unable to continue to process your payment, and will notify you via the Services.

6.5. Scheduled Payments.

- Payments may be submitted with a Process Date in the future (“Scheduled Payments”), but must be assigned to a payment method at time of submission which remains valid through the payment Process Date. The details of a Scheduled Payment, including associated Fees, are locked in at time of submission, except where noted otherwise.
- Prior to its Process Date, a Scheduled Payment may be cancelled or edited via the Services. Editing a Scheduled Payment is functionally treated as the deletion of the original Scheduled Payment and creation of a new Scheduled Payment, and accordingly may result in alterations not specifically requested including but not limited to recalculation of associated fees (per Section 16.1), and reiteration of any applicable payment review processes (per Section 9).

7. PAYMENT AUTHORIZATION.

7.1. General Payment Authorization.

- By providing us with the names and account information of Recipients to whom you wish to direct payments, you authorize us to follow the payment instructions that we receive from you. In order to process payments more efficiently and effectively, we may submit payments to the best known Recipient address. When necessary, we may alter payment data or data formats or change or reformat your Recipient account number to match the account number or format required by your Recipient for electronic payment processing.
- When we receive a payment instruction, you authorize us to debit your payment method and remit funds on your behalf. You also authorize us to credit your payment method for payments returned to us by the Post Office or Recipient, or payments remitted to you on behalf of another authorized user of the Services.

7.2. ACH Authorization. Where you choose to pay a Recipient via

ACH, you authorize Melio to debit your payment method in increments or as a lump sum and remit funds in accordance with your payment instructions through the ACH. You also give Melio the right to resubmit any ACH debit that is returned for insufficient or uncollected funds, or any other reason. You agree that payment transactions will be governed by the rules established by NACHA, the Electronic Payments Association, as in effect from time-to-time, under which you are an "Originator", Melio is a "Third Party Service Provider," and Melio's processing bank is the "Originating Depository Financial Institution." You are responsible for all claims, demands, losses, liabilities and expenses (including attorneys' fees and costs) that result directly or indirectly from your failure to perform your obligations under the NACHA rules and you indemnify Melio for the same.

8. TRANSACTION CLASSIFICATION.

- 8.1. Cash Advances. Melio will prepare and submit credit card authorizations as purchases rather than cash advances. However, in some cases where Melio does not have an existing relationship with the merchant, your credit card transactions may be treated as a cash advance. If this is the case, we cannot support such payment. We will notify you prior to payment submission, and you may switch to a different card or opt out of the submitting the payment altogether.
- 8.2. Authorizations. Treatment of Melio authorizations is managed in the sole discretion of the issuing banks. You agree to not to hold Melio liable for any consequences resulting from issuer treatment of card authorizations, which may include but are not limited to cash advance fees, impacted reward program earnings, or altered credit programs and interest rate terms.

9. PAYMENT REVIEW.

- 9.1. Review. At any time post submission, your payment may be subject to review, which serves to better understand the nature of and reason for your payment. During this review process and for any reason, Melio may place a temporary hold on the delivery of your payment for as long as reasonably required to conduct an appropriate inquiry regarding you, the Recipient, your business, a bill, payment history, and other relevant circumstances and factors.
- 9.2. Cooperation. You acknowledge that Melio's ability to efficiently and effectively review your payment is reliant upon your cooperation, and you absolve Melio from any negative impacts to the delivery of your payment arising from delayed, incomplete, or

insufficient responses to our inquiries.

- 9.3. Result of Payment Review. Depending on the results of this review, Melio may clear the payment, reverse the payment, or hold the payment pending instructions from a government agency. Melio also reserves the right to cancel any payment. In such cases and as permitted by applicable law, your funds will be returned to you via the original payment method, or if necessary via other means.

10. RETURNED TRANSACTIONS.

Recipients or the United States Postal Service may return payments for various reasons such as, but not limited to, Recipient's forwarding address expired, invalid bank routing number, invalid bank account number, Recipient remittance address is not correct, Recipient is unable to identify an account, or a Recipient account is paid in full. In addition, a Recipient may refuse to accept a payment, and Melio will have no liability for any resulting loss or damage. Melio will use commercially reasonable efforts to provide you with notice of returned payments and will offer you through the Services the choice whether to void and credit or void and reissue the payments. You agree that Melio shall not have any liability for any such returned payments. Unless otherwise directed, Melio will void such payments. You hereby authorize Melio to credit such payments to your payment method.

11. INSUFFICIENT FUNDS.

You agree at all times to maintain sufficient funds in your payment method to satisfy all obligations including returns, reversals, and associated fees, and to add funds immediately if Melio notifies you that your funds are insufficient. Without limiting any other available remedies, if any payment initiated from your payment method is returned because of insufficient funds, you must reimburse Melio for any corresponding payment amount immediately upon demand, plus exceptions processing fees, plus any bank fees, charges or penalties for return items. Melio also reserves the right to debit a Recipient's account for money paid to the Recipient on your behalf if your payment is returned because of insufficient funds or any other reason. Melio also reserves the right to withhold funds from a payment to a Recipient if the Payor has an outstanding balance with Melio. You shall be solely responsible for all penalties, interest charges, late payment fees and service fees resulting from such a debit to the Recipient.

12. PAYMENT CANCELLATION REQUESTS

Scheduled payments may be cancelled, rescheduled or modified by following the directions through the Services. There is no charge for canceling, rescheduling or modifying a payment before it is processed. However, once Melio has begun processing a payment, it cannot be cancelled, rescheduled or modified, and you must submit a stop payment request.

13. CHARGEBACKS

In the event that you as Payor initiate a chargeback, clawback, or ACH return for a payment that has already been transmitted to the Recipient, you agree to assign to Melio any claims against your Recipient associated with such chargeback, clawback or ACH return. You further agree that we may contact your Recipient directly to request reimbursement for any payment that has been transmitted to the Recipient and for which you have initiated a chargeback, clawback, or ACH return.

In the event that Melio receives a chargeback, clawback or ACH return, you as Recipient authorize Melio to debit your Payment Method on file for the amount of the chargeback plus any associated fees or to withhold funds from future distributions.

14. STOP PAYMENT REQUESTS

Melio's ability to process a stop payment request depends on the payment method and whether or not a check has been cleared. Melio must have a reasonable opportunity to act on any stop payment request after a payment has been processed. You must contact Melio to stop any payment that has already been processed. Although Melio will use commercially reasonable efforts to accommodate stop payment requests, Melio will not have any liability for failing to do so. Stop payment requests will incur the charges set forth through the Services.

14.1. Payment Refunds.

- In certain situations following a payment submission, you may request a refund by contacting Melio at support@meliopayments.com. The availability of refunds and processes for their execution are dependent on the disbursement channels by which payments are delivered to Recipients. Melio is unable to issue partial refunds. More specific information is provided below in Sections 15.1.4 and 15.1.5.
- Melio is also unable to initiate refunds in cases where a Recipient has already received your payment. If this is the case, you should contact your Recipient directly to request a refund, pursuant to their payment terms.
- In the event of a refund, Melio will also refund a proportional amount of the Melio Fee, less any unrecoverable costs Melio may incur. Principal refunds effected via clawback or chargeback mechanisms, however, will not result in a refund of the Melio Fee, in whole or in part.

14.2. Refunds for Electronic Payments. Melio may refund electronic payments, including those delivered via Electronic Fund Transfer (“EFT”), ACH and card network providers, prior to their disbursement.

14.3. Refunds for Check Payments.

- Melio may refund payments disbursed via check prior to their deposit by your Recipient. If Melio has already sent a check, we may place a “stop payment” request to ensure it cannot be deposited. In such cases, we suggest that you contact your Recipient to let it know not to deposit the stopped check.
- If your Recipient attempts to deposit a stopped check, it may be charged a fee from its bank for the exception, which it may attempt to assign to you. You accept the responsibility of notifying your Recipient to not deposit your check, and you agree not to hold Melio liable for any costs you may incur from your Recipient in such a case.

15. MELIO FEES

15.1. Service Fees.

- You understand and agree that Melio may charge Fees for access to and use of the Melio Services. Fees will be charged to your payment method, either in a separate transaction from any principal payments or in a single transaction including both amounts, depending on applicable rules.
- Fees for immediately processed payments are charged in real-time upon submission. Fees for Scheduled payments are locked in at time of submission and will be charged on the payment’s Process Date. If a Scheduled payment is edited prior to its Process Date, the applicable Fee will be recalculated based on the presently defined rules.

15.2. Fee Updates. Fees may vary, depending upon factors including but not limited to the payment’s Recipient, the payment method, and other variables both which may or may not be controlled by Melio. Fees are subject to change at any time without prior notice and are calculated in real time and presented to you during review of your payment, prior to submission or edit.

16. APPLICABLE TAXES AND PENALTIES

16.1. Taxes. You are responsible for all, if any, applicable taxes arising

from your use of the Services. You are furthermore responsible for all fees, fines, penalties and other liability incurred by Melio, yourself, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Services. You agree to reimburse Melio or a third party for any and all such liability.

- 16.2. Collection of Penalties. In the event that you are liable for any amounts owed to Melio, Melio may initiate a transaction via your default payment method or other available payment methods to pay any such amounts. If you do not have sufficient funds available to fulfill such payment, Melio may engage in collection efforts and/or other legal actions to recover such amounts from you.

17. ACCEPTABLE USE

- 17.1. Restricted Activities. You agree not to use the Services for the following purposes:

- For unsupported transfers, including sending money
 - to yourself or an entity in which you have control;
 - not in direct exchange for a rendered good or service;
 - for alimony or to escrow accounts;
 - as a donation to an organization not classified as a registered charity;
- other than for legitimate payment purposes (e.g., to test or probe card behaviors). For unsupported goods and services, including
 - gambling and related activity (such as lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues, internet gaming, contests, sweepstakes, and games of chance);
 - unsupported debt types (such as credit card balances, uncollateralized loans, auto title loans);
 - certain investment accounts or to fund unsupported investments, including but not limited to 401(k) accounts, 403(b) plans, 457 plans, 529 plans, and IRAs;
 - controlled substances and related goods or services;
 - tobacco, e-cigarettes, and e-liquid;
 - products sold by online pharmacies;
 - pornography, obscene materials, and sexually-related or

“adult” services;

- weapons, munitions, gunpowder, fireworks, and other explosives;
 - toxic, flammable, and radioactive materials; or
 - other goods and services subject to government regulation.
- In violation or potential violation of applicable law, regulation, rule, or legal interest, including
 - sending or receiving potentially fraudulent funds;
 - in the course of any activity regulated by the Financial Crimes Enforcement Network (FinCEN) or any other relevant regulatory body;
 - infringement or potential infringement of any party’s copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - acting in a manner that could be defamatory, trade libelous, threatening or harassing;
 - using your Account or the Services in violation of applicable payment network rules.
 - In a manner detrimental to our provision of the Services, including
 - the provision of outdated, false, inaccurate, or incomplete information;
 - using any promotional or referral programs in a manner deemed abusive or against the intention of said programs;
 - maintain or using multiple Accounts;
 - allowing other individuals to access or use your Account;
 - using an anonymizing proxy;
 - using the Services in a manner that results in or may result in complaints, disputes, claims, chargebacks, fees, fines, penalties and other liability to Melio, a third party, or you;
 - imposing unreasonable demands on our technical or personnel resources;
 - facilitating viruses, Trojan horses, worms or other

computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;

- using any robot, spider, other automatic device, or manual process to access, monitor or copy our website without our prior written permission;
- using any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Services;
- taking any action that may cause us to lose any of the services provided by our Recipients, payment processors, or other suppliers;
- reselling, re-skinning, or otherwise distributing our Services;
- breaching this Agreement or any other agreement or policy that you have agreed to with Melio.

If you have a payment use case which is not explicitly mentioned above, and for which you would like to confirm support, please check with us by emailing support@meliopayments.com.

17.2. Remediation.

- Melio may request more information relating to your use of the Services to seek to identify the restricted activities identified in Section 18.1 above (“Restricted Activities”). You agree to cooperate in any investigation and to provide confirmation of your identity and any information you provide to us, as we may require.
- If we have reason to believe that you have engaged in any Restricted Activities or that you have used our Services inappropriately, Melio reserves the right to, in its sole discretion and at any time, take any or all of the following actions:
 - Close, suspend, or limit your access to your Account or the Services;
 - Hold, return, or reclaim funds;
 - Update inaccurate information you provided to Melio or third parties;
 - Refuse to provide Services to you or related parties in the future;

- Contact your bank or notify other Users, Recipients, law enforcement, or impacted third parties of your actions;
- Take legal action against you.

When not otherwise obligated by regulatory or compliance considerations, Melio will provide you with notice of any such actions.

18. THIRD PARTY SERVICES AND LINKS TO OTHER WEBSITES

The Services may enable you to connect to third-party services or products (“Third Party Services”). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Melio. The Services may contain links to third party websites. The inclusion of a link to a third party website does not imply an approval, endorsement, or recommendation by Melio. Such third party websites are not governed by this Agreement. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Policy is no longer in effect.

Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website’s own terms, rules and policies.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL MELIO, OUR SUPPLIERS AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, AFFILIATES, BENEFICIARIES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE “MELIO PARTIES”) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT MELIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). THE TOTAL LIABILITY OF THE MELIO PARTIES (IN AGGREGATE) TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES ACTUALLY INCURRED IN THE SIX (6) MONTHS PRIOR TO THE DATE UPON WHICH THE APPLICABLE CAUSE OF ACTION AROSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to

you. In such case, the liability of the Melio Parties shall be limited to the greatest extent permitted under applicable law.

20. DISCLAIMER OF WARRANTIES

20.1. THE MELIO PARTIES PROVIDE THE SERVICES “AS IS” AND WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE MELIO PARTIES ARE NOT RESPONSIBLE FOR YOUR OR MELIO’S FAILURE TO PERFORM OBLIGATIONS UNDER THE AGREEMENT AND DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY YOU, MELIO, OR ANY THIRD PARTY.

20.2. Melio does not have any control over the products or services that are paid for using the Services and Melio cannot ensure that a Recipient you are dealing with will actually complete the transaction or is authorized to do so. Melio does not guarantee continuous, uninterrupted or secure access to any part of our Service, and operation of our site may be interfered with by numerous factors outside of our control. Melio will make reasonable efforts to ensure that requests for electronic debits and credits involving credit cards are processed in a timely manner but Melio makes no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, such as delays in the banking system. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

21. INDEMNIFICATION

You agree to defend, indemnify and hold the Melio Parties harmless (including payment of reasonable attorney’s fees) against any claim or demand (including attorneys’ fees) made or incurred by any third party arising out of or relating to (a) your breach of any provision of this Agreement; (b) any actions taken by Melio pursuant to your instructions; (c) your use of the Melio Services; (d) your obligations to pay fees or fines to Melio or any third parties; (e) negligence or willful misconduct of your affiliates, employees, contractors, or agents; and (f) all third-party indemnity obligations Melio incurs as a direct or indirect result of your acts or omissions (including indemnification of any payment card network, card issuer, or intermediary bank).

22. CLOSING YOUR ACCOUNT

You may request the closure of your Account at any time by emailing Melio at support@meliopayments.com. Melio also reserves the right to close your Account at any time with or without notice to you for any reason (including failure to pay Fees or inactivity). You will remain liable for all obligations related to your Account even after your Account is closed, including any fees or charges already due to Melio.

You may not close your Account to evade an investigation. Any payments processed prior to Account closure will be completed by the Services, except those that may be cancelled following a payment review, per Section 10. All scheduled payments for which you have not yet been debited at the time of Account closure will be considered cancelled.

23. MELIO'S SUSPENSION AND TERMINATION RIGHTS

Melio, in its sole discretion, reserves the right to suspend or terminate this Agreement, or suspend, terminate, or limit your access to, or use of, your Account or some or all of the Services at any time upon notice to you. Please note that Melio reserves the right to terminate the Services at any time. Melio will try to notify you in advance, but is not obliged to do so.

24. CONSENT TO ELECTRONIC DISCLOSURES

24.1. Consent to Communications. Because the Services are provided electronically, you agree that Melio may provide important information electronically. Melio will issue the following information and disclosures ("collectively, "Communications") electronically via the Melio Services or via electronic mail ("email"):

- This Agreement, the Melio Privacy Policy, any other policies you agree to, and any amendments, modifications, or supplements to these agreements or policies;
- Disclosures or notices provided in connection with the Services, including any required by applicable law;
- Any customer service communications, including communications with respect to claims of error or unauthorized use of the Services;
- Transaction history information, and
- Any other communications related to the Services or your Account.

Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Service.

- 24.2. No Obligation to Provide Paper Communication. Although Melio reserves the right to provide Communications in paper format at any time, you agree that Melio is under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the Services.
- 24.3. Withdrawal of Consent. You can withdraw your consent to receive most Communications from Melio by emailing us at support@meliopayments.com or following the unsubscribe procedure contained in any Communication you receive from us. However, if you withdraw your consent, you may no longer be eligible to use certain portions of the Services. Melio also reserves the right to terminate your Account if you withdraw consent to future electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after Melio has a reasonable period of time to process your withdrawal, which period of time shall be no longer than fifteen (15) days, or such other time as is appropriate under the circumstances, as determined by Melio in its sole discretion. Withdrawing your consent will not affect the completion of pending payments or the validity of completed payments.
- 24.4. Requesting Paper Documents. You have a right to receive Communications in paper form. If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you. Melio will provide paper copies free of charge. Requests to receive any paper copy may be made by mailing a written request to: 142 W 57th St, New York, NY 10019. We will provide a replacement Communication within fifteen (15) business days. In order for us to send you a paper copy of a Communication, you must have a current mailing address on file in your Account.
- 24.5. Hardware and Software Requirements. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports 128-bit encryption, and an email address. By clicking the "Sign Up" button, you are confirming to Melio that you have the means to access, and to print or download, Communications.
- 24.6. Consent to Text Messages. By entering into this Agreement or using the SERVICES, you agree to receive TEXT MESSAGES FROM MELIO AT THE TELEPHONE NUMBER THAT YOU

PROVIDE TO US. YOU AGREE THAT TEXTS may be generated by automatic telephone dialing systems. TEXT MESSAGES from MELIO may include but are not limited to: operational communications concerning your Account or use of the Services, updates concerning new and existing features OF THE SERVICES, AND communications concerning promotions run by us or our third-party partners. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

24.7. Withdrawal of Consent to Text Message. If you wish to opt out of promotional texts, you may text "STOP" to 347-706-5297 from the mobile device receiving the messages. You acknowledge that you are not required to consent to receive promotional texts as a condition of using the Services. If you wish to opt out of all texts from Melio (including operational or transactional texts), you can text the word "STOPALL" to 347-706-5297 from the mobile device receiving the messages, however you acknowledge that opting out of receiving all texts may impact your use of the Services.

25. FEEDBACK

In connection with your use of Services, you may elect to submit feedback, suggestions and/or other comments regarding the website and/or the Services (collectively, the "Feedback"). Melio may, in its sole discretion, decide to incorporate some or all of this Feedback into the website and/or the Services. You hereby grant Melio a worldwide, perpetual, nonexclusive, sublicensable, royalty-free license to use, reproduce, distribute, transmit, disclose, display, modify and create derivative works of all such Feedback. You further represent and warrant that you have all rights necessary to provide Melio the Feedback and that the use of the feedback by Melio will not violate, infringe otherwise misappropriate any third party rights.

26. DISPUTE RESOLUTION AND ARBITRATION

26.1. Governing Law and Forum. This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in San Francisco County, California.

26.2. WAIVER OF JURY TRIAL AND CLASS ACTIONS. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION AND THAT (i) YOU ARE GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST THE MELIO PARTIES; (ii) YOU ARE GIVING UP

YOUR RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST THE MELIO PARTIES; (iii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST MELIO AND/OR RELATED THIRD PARTIES.

In the event of a dispute, claim, or controversy ("Claim") between you and Melio, arising from or relating in any way to this Agreement, the Services, or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, the Claim shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules. All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis. You and Melio will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and Melio. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section 27 shall be non-severable from the remainder of this Section 27.

- 26.3. Arbitration Terms. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this

Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND MELIO MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS), BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

27. RELEASE OF MELIO

If you have a Claim with one or more Recipients or other third parties, you release Melio (and our officers, directors, agents, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such Claims.

28. GENERAL

28.1. Complete Agreement. This Agreement together with any other Melio documents, policies and/or agreements referenced herein sets forth the entire understanding between you and Melio with respect to the Services. The following sections of this Agreement and all other terms which by their nature should survive, will survive the termination of this Agreement: 18 (Limitation of Liability), 20 (Disclaimer of Warranties), and 29 (General). If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

28.2. Intellectual Property. "Melio", and all logos related to Melio, are either trademarks or registered trademarks of Melio or its licensors. You may not copy, imitate or use them without Melio's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Melio. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Melio website, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of Melio and its licensors.

28.3. Force Majeure. Melio shall not be liable for any issues or delayed

performance caused by circumstances beyond Melio's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, service provider failures or delays.

- 28.4. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without Melio's prior written consent. Melio reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.
- 28.5. Severability. If any provision of this Agreement is held to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- 28.6. No Waiver. If Melio fails or delays in exercising any right, power or remedy or to take action against any breaches of this Agreement, it does not mean that it waives its right at a later time to enforce the same.
- 28.7. Contacting Melio. Unless otherwise stated in this Agreement, notices, inquiries, and requests to Melio should be emailed to support@meliopayments.com. Please note that email communications sent to Melio for Account-related matters (e.g., late fee reimbursements, refund requests, etc.) must come from the email address listed in your Account. Account-related communications initiated via other channels may require identify verification in order to obtain information or change settings.