

# CONCOURSE

## STANDARD TERMS OF SERVICE

### General Terms

These Standard Terms of Service (the “**Terms**”) set forth the rights and responsibilities of visitors and customers that use the website, services, application programming interfaces (APIs), products and platform relating to our payment processing, data, technology and analytics services, and other business services (collectively, the “**Services**”) made available by **Concourse Technologies, LLC, a Delaware limited liability company, and its subsidiaries and controlled affiliates (“Concourse”, “we”, “our” or “us”)**. Please read these Terms carefully. If you do not agree to these Terms, please do not use the Services. If you are using the Services on behalf of an organization, you are agreeing to be bound to these Terms as a customer on behalf of that organization, and you represent and warrant that you have the authority to agree to these Terms on the organization's behalf. In that case, “**you**” or “**your**” will refer to that organization in these Terms.

THE SECTION BELOW ENTITLED “**DISPUTE RESOLUTION**” CONTAINS AN ARBITRATION CLAUSE THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED ON AN INDIVIDUAL, NON-CLASS ACTION BASIS THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT. SEE THE SECTION ENTITLED “DISPUTE RESOLUTION” FOR MORE INFORMATION REGARDING THIS ARBITRATION CLAUSE.

### Services

Account Creation. Before using the Services, you may need to create an account (“**Account**”). When you register for an Account, you may be required to provide information that will allow us to verify your identity and/or the information of the business entity with which you are associated, including but not limited to a valid physical address, phone number, bank account information, a copy of your photo identification, social security number, and tax identification information. You may also be required to provide additional information or documentation to allow us to verify your identity, your associated business entity, and/or your Account information. We may also be required to verify the information you provide against third party databases or other sources and you authorize us to make such inquiries. In addition, during the registration process, you may be asked to enter your user credentials for your online accounts with third party financial institutions, such as your bank, so that we may review your financial transaction information. You expressly authorize us to access these accounts and view such information solely in order to perform the Services. The Services will provide metadata and other context for the reporting of payments initiated via Services API or web platform, available via API, web, or CSV download. You are granted a limited, non-exclusive, nontransferable, non-sublicensable, revocable right to use such reporting for your internal business analysis purposes only, and for no other purpose.

Access through a Third-Party Account. If you connect a third-party account to the Services (“**Third-Party Account**”) to create an Account, you are expressly authorizing us to access your Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to us and grant us access to your Third-Party Account without breach by you of any of the terms and conditions that govern your use of the Third-Party Account and without obligating us

to pay any fees or making us subject to any usage limitations imposed by the applicable third-party service provider. Subject to the privacy settings you have set in your Third-Party Account, by granting us access to your Third-Party Account, you understand that we may access any personal information and content that you may have provided to and stored in your Third-Party Account (“**Third-Party Content**”) and such Third-Party Content may become available on and through your Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDER ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNT IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDER, AND WE DISCLAIM ANY LIABILITY FOR THIRD-PARTY CONTENT PROVIDED TO US BY THE THIRD-PARTY PROVIDER IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNT. We make no effort to review any Third-Party Content for any purpose, including without limitation, for accuracy, legality, or non-infringement, and we are not responsible for any Third-Party Content.

Safeguarding Your Account. You are solely responsible for your Account information and any data, information, or content that you provide to us or via the Services (collectively, “**Account Data**”), and agree that you own or have the necessary rights, permissions and consents to all of your Account Data and that use of the Account Data does not infringe, misappropriate or violate any third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law, rule or regulation. You own all of your Account Data. You hereby agree to grant us a worldwide, non-exclusive license to access, use, export, process, copy, distribute, perform and display the Account Data, as and to the extent necessary to provide, maintain and support the Services, to prevent or respond to security issues, to provide support or respond to technical issues, as required by law, as permitted by these Terms and as permitted by your instructions.

You will be responsible for maintaining the security of your Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your Account with or without your knowledge or consent. You are responsible for all damages caused by your failure to maintain the security of your Account and passwords. We will not be responsible for any damages, losses or liability if your Account credentials are not kept confidential by you, or for the actions of an unauthorized third-party logging into and accessing the Services. You should immediately notify us of any unauthorized access to or use of your Account. We may review activity in connection with the Services for compliance purposes, but we have no obligation to do so. We are not responsible for the content of any Account Data or the way you use the Services to transmit, store or process any Account Data. We reserve the right to suspend or block the Services or take any steps that we determine necessary, including with respect to Account Data, if we believe there is or may be a violation of these Terms or any laws, rules or regulations or a risk of harm to us, the Services, other users or any third party.

Please contact us immediately at [legal@concourse.co](mailto:legal@concourse.co) if you believe that your Account has been accessed without your authorization, a transaction that you did not authorize has occurred, a transaction has

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been processed incorrectly to or from your Account, or your Account information or statements contain an error regarding your transaction history (each, an **"Error"**).

By accessing or using the Services, you consent to the use of your Account Data in accordance with these Terms.

### Term and Termination

**Services Term.** Generally, the term of Services will begin on the date the Services are made available to you and end at the expiration of the designated Services term or earlier, as described in these Terms (**"Services Term"**). We may require a monthly platform fee in connection with the Services, which shall be paid in advance and a monthly fee based on usage, paid in arrears (the **"Fees"**), in accordance with the terms you agree to at the time you contract for the purchase of the Services.

**Automatic Renewal.** Your Services Term will automatically renew for an additional term equal in length to the original Services Term. Either party may terminate your Services without cause at the end of any Services Term (including any renewal), but in that case, with thirty (30) days prior notice. We may also terminate the Services after you request a certain product or service but before we make any such product or service available to you, without penalty or liability, in the event that the Services are not compatible with or able to be integrated with your bank.

**Termination for Breach.** Each of us may terminate any Services Term with notice to the other if the other materially breaches these Terms and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Either party may also terminate the Services, with notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon any termination for cause by you, you will only be obligated to pay Fees accrued as of the effective date of termination. Upon any termination for cause by us, in addition to any rights and remedies available to us under these Terms, at equity or law, you will remain liable for paying any unpaid Fees covering the remainder of then-current Services Term after the effective date of termination. In no event will any termination, however, relieve you from paying Fees due and payable to us for any period of the then-current Services Term prior to the effective date of termination.

**No Refunds.** Fees pre-paid or due under these Terms are non-refundable and non-cancelable. Unless otherwise expressly stated on the Services, all amounts are in United States dollars.

### Payment

All payment obligation shall be due and payable via ACH debit, Credit Card, Check, Wire, or other payment method (**"Payment Method(s)"**) as agreed between you and Concourse, and you authorize us to process payment via your Payment Method for all Fees. You acknowledge that certain Payment Methods may charge you transaction fees or other charges. You agree that your bank terms and

conditions (including their use of your personal information) is subject to their applicable terms of service and privacy policy. If your payment is not successfully settled for any reason, you remain responsible and liable for any amounts not remitted to us. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less (plus the costs of collection, including reasonable attorneys' fees). Fees are exclusive of all taxes, including national, state or provincial and local use, VAT, sales, value-added, property and similar taxes, if any, and you agree to pay such taxes (excluding taxes based on our net income) unless you have provided us with a valid exemption certificate. In the case of any withholding requirements, you will pay any required withholding itself and will not reduce the amount paid to us on account thereof. We may suspend or terminate any Services for any late payment of the amount owing to us on account thereof.

We may use a third-party payment processor (**"Payment Processor"**) as service provider for payment collection of the fees for our Services (e.g., credit card transaction processing, merchant settlement, and related services). You agree to be bound by Payment Processor's policies made available at the Payment Processor's website, as applicable. You hereby consent to provide and authorize Concourse and such Payment Processor to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with the Terms, including personal, financial, credit card payment, and transaction information.

### Compliance

You may only use the Services in compliance with applicable federal, state, local and international laws, rules and regulations and our Acceptable Use Policy (**"AUP"**) described below. You agree that we have the right to investigate violations of these Terms and may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

### OTHER THIRD-PARTY SERVICE PROVIDERS

We may use our employees or contractors or those of our affiliates, or independent contractors, to perform our obligations under these Terms and to provide the Services, and we agree to remain responsible for their compliance with our obligations under these Terms.

If we use a third-party communication platform, such as a video service processor like Zoom, their terms and conditions (including their use of your personal information) is subject to their applicable terms of service and privacy policy.

### Acceptable Use Policy (AUP)

In using the Services, you must refrain from any illegal, fraudulent, abusive, dangerous, or threatening behavior. We reserve the right to immediately suspend, block and/or terminate your access to or use of the Services if, in our sole discretion, (i) such behavior is exhibited or (ii) your use of the Services facilitates or involves business activities that, although legal, create a reputational risk for Concourse.

As a condition of your access to or use of the Services, you agree to:

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- Comply with the Terms and this AUP;
- Comply with all applicable laws, rules and regulations;
- Upload and use only Account Data which you own or to which you have obtained all required rights, waivers, permissions and consents and in accordance with all applicable laws, rule and regulations;
- Prevent unauthorized access to or use of the Services and keep passwords and all other login information to your Account secure and confidential;
- Promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your Account, including any theft, loss, unauthorized access to, disclosure, or use of any login information or account; and
- Comply with all terms applicable to any third-party products and services, including any that you elect to use along with the Services.

Further, as a condition of your access to or use of the Services, you agree not to:

- Attempt to reverse engineer, decompile, disable, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services, or sublicense, resell or time share the Services, or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services or our website or platform;
- Use the Services for timesharing or service bureau purposes or for any purpose other than your own internal business use;
- Upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a worm, virus, Trojan horse or other harmful code or a technology that unlawfully accesses or downloads content or information stored within the Services;
- Violate any applicable law, rules or regulations, the privacy rights of any third party or use the Services to store or transmit any information that may infringe upon or misappropriate any third-party intellectual property rights;
- Attempt to receive or actually receive duplicate compensation for a disputed payment from any bank;
- Engage in any transactions involving illegal or counterfeit goods, stolen goods, illegal or controlled substances or any substances that pose a risk to consumer safety;
- Post or transmit any Account Data or other content that is fraudulent or misleading;
- Engage in any transactions involving illegal services, including but not limited to counterfeit services, illegal gambling, pyramid schemes or Ponzi schemes or money laundering;
- Post, upload, share or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent,

pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

- Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- Access, search, or use any software or other tool or method to access, search, or download any intellectual property from the Services by any means (i.e., 'scraping') other than our approved interfaces;
- Probe, scan, or test the vulnerability of any of our systems or networks, breach any security or authentication measures, or attempt to gain unauthorized access to the Services, systems or networks including to circumvent any software, security protections or monitoring of the Services;
- Initiate a denial-of-service attack or a distributed denial-of-service attack, or otherwise attempt to interfere with the proper working of the Services;
- Attempt to obtain personal information, or collect or record any information or Account Data of other users of the Services;
- Use the Services except for your own personal use or the use of the entity for which you have authorization;
- Send or share any altered, deceptive or falsely sourced information, including 'spoofing' or 'phishing';
- Use the Services in any manner that may harm any person or entity;
- Engage in activity that incites or encourages violence or hatred, or that discriminates;
- Access or use the Services in order to build a similar or competitive product or service; or
- Authorize, permit, enable, induce or encourage any third party to do any of the above.

### Third Party Products and Services

If you access or use the Services integrated with third party products or services including third party application programming interfaces (APIs) ("**Third Party Services**"), you are solely responsible for procuring any and all rights necessary to access Third Party Services, and your use of those services will be subject to the terms and conditions of such third parties. You agree that you are using those products and services at your own risk. We are not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. We do not provide any warranty or support for products and services provided by Third Party Services. Any exchange of data or other interaction between you and a third-party provider of Third-Party Services is solely between you and such third-party provider and is governed by such third party's terms and conditions. Specifically, Account Data, in some cases, may also be shared with the third-party provider and used in connection with your access to those products and services. As such, we will not be responsible for any use, disclosure, modification or deletion of Account Data that is transmitted to, or accessed by, any third-party products or services.

### Intellectual Property

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**Ownership; License.** We and our licensors own all right, title and interest in and to the Services including all related intellectual property rights. Subject to your compliance with these Terms, during the Services Term, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Services for your internal business purposes only, and for no other purpose. All of our rights not expressly granted by us to you pursuant to these Terms are retained by us.

**Feedback.** We welcome your feedback. If you provide recommendations, suggestions, improvements or other feedback (collectively, "**Feedback**"), you agree that we will have a royalty-free, worldwide, perpetual and irrevocable license to use and incorporate such Feedback into the Services without restriction and without any obligation or compensation to you or any third party.

### Confidentiality

We both acknowledge that during the course of the transactions contemplated by these Terms, a party (the "**Disclosing Party**") may find it necessary or appropriate to share Confidential Information (as defined below) with the other party (the "**Receiving Party**"). The Receiving Party will: (i) not use the Disclosing Party's Confidential Information except for the exercise of its rights or performance of its obligations hereunder; (ii) not disclose such Confidential Information to any third party, other than its employees and consultants who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder; and (iii) protect the confidentiality of the Disclosing Party's Confidential Information with the same measures as the Receiving Party uses to protect its own Confidential Information, but using no less than reasonable measures. If the Receiving Party is required by law to make any disclosure of such Confidential Information, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to the opportunity to seek to protect its interests in the Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Information will not be deemed Confidential Information hereunder if such information: (1) is known or becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (2) becomes publicly known, except through a breach hereof by the Receiving Party; or (3) is independently developed by the Receiving Party without any use of or reference to the Disclosing Party's Confidential Information.

"**Confidential Information**" means any information provided by one party to the other and concerning such Disclosing Party's business or operations including, but not limited to, all tangible, intangible, visual, electronic, now existing or future information such as: (a) trade secrets; (b) financial information, including pricing of the Services; (c) technical information, including research, development, procedures, algorithms, data, designs, code, and know-how; (d) business information, including operations, planning, marketing interests, and products; and (e) all other information which would, due to the nature of the information disclosed or the circumstances surrounding such

disclosure, appear to a reasonable person to be confidential or proprietary.

You acknowledge and agree that the Services are not designed with security and access management for processing any Protected Information, and, unless otherwise agreed to by Concourse in writing, you agree that Account Data will not include any Protected Information. "**Protected Information**" means (i) any patient medical or other health information; (ii) Cardholder Data, as that term is defined in the PCI standards; (iii) Personally Identifiable Information, as defined in the Personal Information Protection and Electronic Documents Act (PIPEDA); or (iv) personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, or data concerning a natural person's sex life or sexual orientation.

### Disclaimers

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND ALL RELATED PRODUCTS, SERVICES, AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EXCEPT FOR ANY SERVICE LEVEL AGREEMENT THAT WE EXPRESSLY COMMIT TO HEREUNDER, WE DO NOT WARRANT THAT THE SERVICES WILL PRODUCE ANY RESULTS, OR BE CONTINUOUS, UNINTERRUPTED, RELIABLE, TIMELY, SECURE, ERROR-FREE OR THAT DEFECTS OR OTHER ISSUES WILL BE CORRECTED. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP YOUR ACCOUNT DATA AND VERIFYING THAT IT IS COMPLETE, ACCURATE, AND CURRENT. ANY DATA, ANALYTICAL RESULTS AND CONTENT AVAILABLE THROUGH THE SERVICES (INCLUDING WITHOUT LIMITATION, YOUR ACCOUNT DATA) MAY BE LOST IN CONNECTION WITH USE OF THE SERVICES. WE MAKE NO WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, ANALYTICAL RESULTS OR CONTENT PROVIDED THROUGH THE SERVICE, AND DO NOT WARRANT THAT ANY SUCH DATA, ANALYTICAL RESULTS OR CONTENT ARE UP-TO-DATE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES AND ALL RELATED PRODUCTS AND INFORMATION WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN, AND WE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PAYMENT PROCESSOR, AND WE DO NOT RECEIVE, HOLD, OR TRANSMIT FUNDS.

BY USING THE SERVICES, YOU CONSENT TO THE SELECTED COMMUNICATIONS CHANNELS YOU CHOOSE TO USE AND TO THE PROVIDER OF SUCH SERVICES. SUCH CONSENT INCLUDES YOUR AUTHORIZATION FOR THE SELECTED SERVICES, INCLUDING WITHOUT LIMITATION THE USE OF CERTAIN REMOTE-ACCESS COMMUNICATION FEATURES AND/OR FUNCTIONALITY INCLUDING, BUT NOT LIMITED TO, IF AND AS APPLICABLE, EMAIL, VIDEO, TEXT, AUDIO, APIs, AND/OR

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INFORMATION AND RECORDS FOR DELIVERING THE SELECTED SERVICES IN COMPLIANCE WITH APPLICABLE LAW.

### Limitation of Liability

IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR ANY OF OUR OR THEIR LICENSORS OR SUPPLIERS' HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR OR OUR AFFILIATES OR ANY OF OUR OR THEIR LICENSORS OR SUPPLIERS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, USE OF THE SERVICES, OR ANY SERVICES TERM (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE)) EXCEED THE LESSER OF THE AMOUNT YOU PAID TO US FOR THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$1,000. THE FOREGOING WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THESE TERMS. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. YOU AGREE THAT THE TERMS IN THIS LIMITATION OF LIABILITY SECTION ALLOCATES THE RISKS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

### Indemnification

You will defend us and our affiliates and our respective employees, partners, officers, directors, agents, successors and assigns (collectively, the "**Indemnified Party(ies)**") from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to your Account Data or your violation of these Terms (including without limitation, the AUP) ("**Claim(s)**"), and will indemnify the Indemnified Parties for all reasonable attorneys' fees incurred and damages and other costs finally awarded against any Indemnified Party in connection with or as a result of, and for amounts paid by an Indemnified Party under a settlement you approve in connection with, a Claim. We agree to provide you with notice of any Claim and allow you the right to assume the exclusive defense and control, and cooperate with any reasonable requests in assisting your defense and settlement of such Claim. Notwithstanding the foregoing, any Indemnified Parties may choose its own counsel if it pays for the cost of such counsel and you shall not enter into any settlement without the express written consent of the applicable Indemnified Party (such consent not to be unreasonably withheld).

### Survival

Upon expiration or termination of these Terms, all terms which by their nature should survive termination to effect the intent of the parties shall survive, including without limitation: "Payment," "Compliance," "Acceptable Use Policy," "Intellectual Property," "Third Party Products and Services," "Confidentiality", "Disclaimers," "Limitation of Liability," "Indemnity," "Survival," "Dispute Resolution," and "General."

### Dispute Resolution

Please read the following arbitration agreement in this Section ("**Arbitration Agreement**") carefully. It requires you to arbitrate disputes with Concourse and limits the manner in which you can seek relief from us.

Applicability of Arbitration Agreement. You agree that any dispute between you and us relating in any way to the Service, any products or services purchased, or the Terms, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Concourse may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of these Terms or any prior version of these Terms.

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to [legal@concourse.co](mailto:legal@concourse.co). The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and you cannot obtain a waiver from JAMS, Concourse will pay them for you. In addition, Concourse will reimburse all such JAMS' filing, administrative, hearing and/or other fees for claims with an amount in controversy totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and Concourse. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator

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shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. YOU AND CONCOURSE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN SMALL CLAIMS COURT AS PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Concourse are instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in subsection A above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the State or Federal Courts located in the State of Delaware. All other claims shall be arbitrated.

Severability. Except as provided in subsection E, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination or expiration of the Terms or your relationship with Concourse.

Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Concourse makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Concourse at [legal@concourse.co](mailto:legal@concourse.co).

### General

Governing Law and Forum. The Terms and your use of the Services are governed by the laws of the State of Delaware, and the federal laws of the United States of America, without regard to conflict of law provisions. Except where specifically provided otherwise herein, for

the purposes of litigating any dispute that may arise directly or indirectly from the Terms, the parties hereby submit and consent to the exclusive jurisdiction of the State of Delaware and agree that any such litigation shall be conducted only in the state or federal courts located in the State of Delaware.

Government Matters. You may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "**Controlled Subject Matter**"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, you acknowledge and agree that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Concourse are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by these Terms and will be prohibited except to the extent expressly permitted by these Terms.

International Users. The Services are intended for customers and users located within the United States, Mexico, Colombia and Brazil. We make no representation that the Services are appropriate or available for use outside of such specified countries or territories. Access to the Services from countries or territories or by individuals where such access is illegal is strictly prohibited. If you are based outside the US, or if you want to connect a non-US bank to our Services, please contact us at [hello@concourse.co](mailto:hello@concourse.co).

Revisions to the Terms. We may revise the Terms from time to time. The current version of the Terms will be posted on our website, so please check back regularly. By continuing to use the Services after revisions become effective, you are agreeing to the revised Terms. If you do not agree to the revised Terms, you must cease use of the Services.

Assignment. You may not assign these Terms or any Services or any rights hereunder, whether by assignment, transfer or otherwise,

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without our prior written consent in each instance. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any assignment made in violation of these Terms will be null and void.

**Independent Contractor.** The parties are independent contractors and neither party an agent, partner, joint-venturer, or employee of the other party. Neither these Terms or any Services shall be interpreted or construed to (i) create an association, joint venture, partnership, agency, trust, lease of property or similar arrangement or relationship between the parties, or (ii) impose any partnership, agency, fiduciary, trust or similar type of obligation or duty on either party.

**No Third-Party Beneficiary.** No person or entity other than the parties hereto will be entitled to any of the benefits of these Terms or be deemed to acquire any rights hereunder.

**Export Compliance.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. You shall not use the Services in violation of any U.S. export law or regulation.

**Force Majeure.** Except for payment obligations, neither party shall be liable under these Terms by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, civil unrest, epidemic, pandemic, or any other cause beyond the reasonable control of such Party.

**Waiver.** No waiver of any breach of these Terms will (a) be effective unless it is in a writing which is executed by the party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers will be strictly construed. No delay in enforcing any right or remedy as a result of a breach of these Terms will constitute a waiver thereof.

**Severability.** Subject to the terms of the Arbitration Agreement, in the event any one or more of the terms or provisions contained in these Terms or any application thereof will be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then (i) such term or provision shall be adjusted or limited to the minimum extent necessary to cure such invalidity or unenforceability, and (ii) the validity, legality and enforceability of the remaining provisions of these Terms or any application thereof will not in any way be affected or impaired.

**Notices.** Except as otherwise set forth herein, all notices under these Terms will be by email or provided by us by way of the Services. All notices to us should be sent to [legal@concourse.co](mailto:legal@concourse.co). Notices will be deemed to have been duly given the same day in the case of notices provided by us by way of email or the Services.

**Entire Agreement.** These Terms set forth the entire and final agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No terms or conditions

contained in any purchase order, online or clickthrough terms provided by you, or any other order documentation provided by you will be incorporated into or form any part of these Terms, and all such terms or conditions will be null and void.

**Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

### **Sandbox Environment; Products**

The Services may include access to a fully functional sandbox environment that allows users to test the Services in a simulated environment before moving to a production environment ("**Sandbox**"). Once you register for a Sandbox account, your account will permit you to test the functionality of the Services with two fictitious banks, each of which will have multiple fictitious accounts that support payment orders and expected payments. In the Sandbox environment, accounts may utilize simulated funds to process simulated payment orders, both successful and failing cases.

You understand and agree that the purpose and functionality of the Sandbox is solely to enable you to test the Services, and that all data displayed in the Sandbox is fictitious. Accordingly, you should not and may not rely on any Sandbox data for any business purpose other than testing the functionality of the Services.

Please note that if any Services are provided for free, whether a Sandbox account, beta test, trial production services or 'freemium' services, we reserve the right to make renewal of such Services, updates, upgrades, new versions, or other products that incorporate those Services or any production use (collectively, "**Future Products**") available for a fee, and we will have no obligation to provide Future Products to you for free. Future Products may also be subject to separate standard fee-based services agreements for such Future Products. You acknowledge that you are responsible for all fees and expenses related to accessing or using the Services including internet service provider, communications, and API integration fees.

Unless otherwise agreed between both parties, these Terms shall govern your use of the Services, whether or not payment is required in connection with such use.

Purchasing the Services integrates the Concourse platform with one or bank accounts owned and controlled by you, and allows you to send payment instructions to and view analytics from your bank via Concourse's API and web platform. Concourse will work with your technical and finance staff to help implement the major flows of funds using the Services.

**Fees.** The fees for our Services shall be subject to change at the sole discretion of Concourse. Concourse reserves the right to change the fees for existing customers at any time by sending written notice. Fee changes may take place within thirty (30) days after the notice is

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delivered. If you do not agree with such fee changes, you must provide notice to us of your intention to cancel the Services within thirty (30) days following delivery of such notice by Concourse in order to cancel your Services. Thereafter, any failure to pay the applicable fees for Services may result in the cancellation of your Account. For the avoidance of doubt, references herein to fees charged by Concourse for its Services and any modifications or changes thereto would not be deemed to include, nor would the notice requirements of this section apply to, fluctuations or volatility related to currencies, exchange rates or other factors or inputs that are outside of Concourse's reasonable control.

All Fees are due and payable not later than fourteen (14) days following the date of invoice, with payments to be made via ACH Debit, credit card, or the previously agreed upon payment method.

Services Term: Unless otherwise agreed upon between Concourse and you in writing, the Services Term shall be one (1) month, with auto-renew for one (1) month terms; provided, that in the event a party has deliver notice of its intent to terminate the Services, the effective date for any such termination of the Services Term shall be no earlier than the settlement and/or completion of any pending or open transactions with respect to such Account.

### **Service Levels and Support**

Concourse will use commercially reasonable efforts to provide the Services in accordance with the service levels below ("**SLA**"). Concourse will provide reasonable support for the Services from Monday through Friday during Concourse's normal business hours.

The Services shall be available 99%, measured monthly, excluding scheduled maintenance. If you request maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections, third party services, utilities, or other reasons beyond Concourse's control will also be excluded from any such calculation. Concourse's blocking of data communications or other Services in accordance with its policies shall not be deemed to be a failure of Concourse to provide adequate service levels hereunder.

### **Bank Partners**

Nature of the Services. The Concourse Services are a proprietary software system that Concourse has developed to facilitate the making of payments via your financial institution(s). Concourse is not a bank or a Money Services Business ("**MSB**") and Concourse does not offer banking or MSB services as those terms are defined by applicable law. You understand and agree that your relationship with Concourse is separate from your bank, and for purposes of performing the Services only, acts only as your limited agent in sending payment instructions to your bank(s) and retrieving information about payments from your bank's API. You understand and agree that you remain subject to your account agreement(s) and terms of service with your bank, as applicable. A list of our current bank partners can be provided upon request.

Bank Availability. Concourse maintains separate relationships with certain banks that allow Concourse to make the Services available to you with those financial institutions, but Concourse does not and cannot guarantee the availability of the Services for any particular financial institution. Bank integration availability is subject to change without prior notice. Concourse will use commercially reasonable efforts to onboard your financial institution, if not currently supported, and to maintain the availability of banks already integrated with the Concourse platform. Concourse's inability to integrate a particular bank, or to continue providing Services for an existing bank, will not relieve you of any pre-existing commitment to pay Concourse's Fees.

Bank Account Creation. Concourse may, from time to time, facilitate your ability to open an account with certain financial institutions via an online bank account application flow hosted on the Concourse platform. If it does so, Concourse acts as your limited agent only for the purpose of submitting your application information to the bank and shall not use any such information for any other purpose. When doing so, Concourse is not the provider of your banking service, does not review your application information for creditworthiness or fitness for a particular banking product, and in no way guarantees your ability to obtain any such financial service.

**Revision Date: November 29, 2022**