



TERA Platform Agreement

Last Updated: January 01, 2024

This Platform Agreement, together with all applicable TERA Terms, forms a binding contract between Company and Ramp (the “Agreement”) and governs your use of the Services. By submitting your application to open a TERA Account or otherwise agreeing to the Platform Agreement, you are providing your electronic signature, and you thereby accept and enter into the Agreement with Ramp. As used in the Agreement, “you” refers to Company, and “we” refers to TERA.

The Agreement requires you to arbitrate any disputes arising out of or relating to the Agreement in an individual arbitration and not a class arbitration. You acknowledge and understand that by accepting the Agreement, you waive any right to a trial by jury in connection with any claim arising out of or relating to the Agreement. Additionally, you acknowledge and understand that by accepting the Agreement, you waive any right to participate in any type of class action or class proceeding relating to the Agreement, including a class arbitration.

You may only apply for, open and maintain a TERA Account and use the Services if you accept the Agreement.



Platform Agreement

Please read the following to learn the rules and restrictions that govern your use of our website(s) and mobile application(s) (“our Services”). If you have any questions regarding these terms or our Services, please contact us at support@tera.cloud.

To receive access to or use the Services, you first need to apply for a TERA Account. As part of such an application, you must provide all the information we request, which may include Company Data and Personal Data, and bank account details. You may also need to provide documentary information used to verify Company Data and Personal Data (such as corporate registration certificate, proof of address, financial statements, bank statements, or personal identification). Use of certain Services or features may also require that you permit TERA to access Company Data and Personal Data through Third-Party Services. At any time, including if you request access to additional features or Services, we may require additional information and documentation that we or our Financial Institution Partners deem necessary for compliance and underwriting. We provide Company Data and Personal Data to Financial Institution Partners and Third-Party Service Providers to determine your eligibility for Services and Cards. We may also request information from credit reporting agencies using Company Data and Personal Data and may report the performance of your account to one or more credit reporting agencies. We, Financial Institution Partners and Third-Party Service



Providers, may approve or deny your application(s) or grant you provisional access to the Services, Third-Party Services or your TERA Account while your application is pending additional review. We may deny applications, interrupt the provision of the Services to you, or suspend or close your TERA Account where Company Data or Personal Data is incomplete, inaccurate or out of date. If a deficiency results in suspension or closure of your TERA Account, we will make commercially reasonable efforts to provide you with Notice. If your business was referred to TERA, you acknowledge and agree that TERA may provide the status of your application and limited Company Data about you to the TERA customer or partner that referred you, which may include (a) notice that you successfully opened a TERA Account and/or met other criteria required by the referral link or other referral method, such as completing a minimum required payment; or (b) aggregate spend data or total spend volumes as required to determine partner incentives. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual or business) who opens an account. What this means for you: When you open a TERA Account or request access to certain Services, we will ask for the name, address, date of birth, and other information to identify you and the owners and control persons for your business. We may also ask to see a driver's license or other identifying documents. We may share this Company Data and Personal Data with Financial Institution Partners and Third-Party Service Providers for these



purposes. These Terms include the provisions in this document, as well as those in the Privacy Policy.

Modification

We reserve the right, at our sole discretion, to modify, discontinue, or terminate your use of our Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on our website or otherwise provide you with notice of the modification. We will also update the “Effective Date” at the top of these Terms. By continuing to access or use our Services after we have posted a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to immediately cease using our Services.

Certain portions of our Services may, or may in the future, have different terms and conditions posted on our website may require you to agree with and accept additional terms and conditions. We may, in our sole discretion, make premium or different applications, software, or services available to you that are subject to different terms and conditions and narrower licenses than as set forth therein. If there is a conflict between these Terms and terms and conditions posted for a specific portion of our Service, the latter terms and conditions shall take precedence with respect to your use of or access to that portion of our Services.



Privacy

See our current Privacy Policy for information and notices regarding our collection and use of personal information. The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for our Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at support@tera.cloud.

Eligibility

By accessing or using our Services you represent and warrant that: (i) you are of legal age to form a binding contract, or, if you are a minor, you have your parent’s permission to use our Services, and your parent has read and agrees to these Terms on your behalf; (ii) all registration information you submit is



accurate, current and complete; (iii) you will maintain the accuracy and completeness of such information; (iv) if you are accepting these Terms on behalf of a company or other legal entity, you have the authority to bind that company or legal entity to these Terms. You also certify that you are legally permitted to use and access our Services and take full responsibility for the selection and use of and access to our Services. These Terms are void where prohibited by law, and the right to access our Services is automatically revoked in such jurisdictions.

Account Registration

In order to access our Services, you must register to create an account (“Account”) and become a Tera member. When registering you agree to: (a) provide true, accurate, current and complete information about yourself (or, if applicable, the corporate member you represent) as prompted by the registration form (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of our Services (or any portion thereof).



You may not authorize any third party (other than, if applicable, the employees, consultants or agents of the corporate member you represent) to access or use our Services on your behalf. You are responsible for maintaining the confidentiality of the user ID and password and are fully responsible for all activities that occur under your user ID or password. You agree to immediately notify us of any unauthorized use of your user ID or password or any other breach of security. We cannot and will not be liable for any loss or damage arising from any unauthorized use of your account.

By providing us with your email address, you agree to receive all required notices electronically, to that email address. From time to time, we will use this email address to send you notifications about product updates and improvements, company news and events, and updates from the Tera community. Password or any other breach of security. We cannot and will not be liable for any loss or damage arising from any unauthorized use of your account.

Fees and Payment

Some of our Services are free for Tera members. If you choose to upgrade to paid services or to provide payment information to us after being prompted to do so, you agree to the pricing, payment, and billing policies as set forth (a) herein, (b) on our website or the mobile application, and/or (c) if applicable, in a separately executed or accepted purchase order. All fees paid for our



Services are non-refundable and non-transferable except as may be expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars. You are solely responsible for the payment of, and shall pay when due, all applicable sales and use taxes and similar fees now in force, enacted, or imposed in the future on the delivery of our Services and/or any related transactions.

If your selected package of our Services requires a recurring subscription fee, such subscription fee will automatically renew, unless we terminate it, or you notify us by email at support@tera.cloud of your decision to terminate your current package of our Services. You must cancel any such package of our Services before renewal in order to avoid billing of subscription fees for the renewal term to your credit card. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

License granted by Tera

Subject to your compliance with these Terms, we grant you a limited non-exclusive, non-transferable license to download and install a copy of the application on your mobile device and run such a copy of the application solely for your own personal or business use. Furthermore, with respect to any App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (operating system software provided by Apple) and (ii) as permitted by the



“Usage Rules” set forth in the Apple App Store Terms of Service. We reserve all rights in the application not expressly granted to you by these Terms.

Intellectual Property

We shall own and retain all right, title, and interest in and our Services (except for any licensed content and software components included therein). You agree not to reverse engineer, decompile, distribute, license, sell, transfer, disassemble, copy, alter, modify, or create derivative works of our Services or otherwise use our Services in any way that violates the use restrictions contained in these Terms. We do not grant you any license, express or implied, to any of our intellectual property or that of our licensors. You further acknowledge and agree that any information regarding the design, “look and feel”, specifications, components, functionality or operation and payment terms and pricing (if applicable) of our Services is considered our confidential and proprietary information (collectively “Tera Confidential Information”).

We shall own and retain all right, title, and You shall retain all right, title and interest in and to (a) all graphics, images, files, data and other information transmitted by you to Tera in connection with its use our Services and (b) reports and other materials generated by our Services following such transmission (collectively, “Member Data”), provided, however, that you hereby grant to us a worldwide, royalty-free, non-exclusive license to use (i)



data generated as a result of your use of our Services solely for purposes of (x) maintaining and improving our Services and (y) providing you with access to special product offers and promotions and (ii) non-identifiable, anonymous, aggregated data regarding your use of our Services compiled by us.

you shall retain all right title and interest in to of your logos promotional graphics related marketing designs collectively the member art provided however that you hereby grant us worldwide royalty-free non-exclusive license use member art as well corporate or trade name for purposes fulfilling its obligations hereunder our products services third parties.

General Prohibitions

our use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any content or otherwise use our Services or interact with our Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
- Violates any law or regulation, including any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable.



- Jeopardizes the security of your Tera account or anyone else's (such as allowing someone else to log in to our Services as you);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user.
- Violates the security of any computer network, or cracks any passwords or security encryption codes.
- Runs Maillist, Listserv, any form of autoresponder or "spam" on our Services, or any processes that run or are activated while you are not logged into our Services, or that otherwise interfere with the proper working of our Services (including by placing an unreasonable load on our Services' infrastructure);
- "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to our Services or Content (through use of manual or automated means);
- Copies or stores any significant portion of the Content.
- Decompiles, reverse engineers or otherwise attempts to obtain the source code or underlying ideas or information of or relating to our Services.



A violation of any of the foregoing is grounds for immediate termination of your right to use or access our Services.

Digital Millennium Copyright Act Notice

If you believe that your intellectual property rights have been violated by something on our Services, please contact our copyright agent as follows:

Tera Inc.

Suite #11, 289 Great Rd Acton MA 01720 USA

and provide the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of or a representative list of the work you believe has been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material
- Information is reasonably sufficient to permit us to contact you.



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- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Links to Third-Party Websites

Our Services may now or in the future contain links to third-party websites, advertisers, services, or resources that are not owned or controlled by Tera. You acknowledge and agree that Tera has no control over and is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, privacy policies, practices, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Tera of such websites or resources or the content, products, practices, privacy policies, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources. Additionally, your dealings with or participation in promotions of any third parties, including payment and delivery



of goods, and any other terms are solely between you and such third parties. You agree that Tera shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties. We encourage you to be aware of when you leave our Services and to read the terms and conditions and privacy policy of any third-party website or service that you visit. You expressly relieve Tera from any and all liability arising from your use of any third-party website or services or third-party content.

Termination and Account Cancellation

If you breach any of these Terms, we have the right to suspend, disable or terminate your account or terminate these Terms, at our sole discretion and without prior notice to you. We reserve the right to revoke your access to and use of our Services at any time, with or without cause. In the event Tera terminates these Terms, you will remain liable for any and all amounts due hereunder. You may cancel your Account at any time by sending an email to support@tera.cloud.

Additional Terms



Neither we nor our licensors or suppliers make any representations or warranties concerning any Content or information contained in or accessed through our Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material (i) contained in or accessed through our Services or (ii) you enter into our Services. We shall not be responsible for the action of any third parties in connection with the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through our Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through our Services are provided “AS IS” and without any warranty of any kind from us or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). OUR SERVICES AND CONTENT ARE PROVIDED BY US (AND OUR LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF OUR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.



To the fullest extent allowed by applicable law, you agree to indemnify and hold us and our affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of our Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations here under).

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

You agree that these Terms are governed by and will be construed under the laws of the State of Utah, without regard to the conflicts of laws provisions thereof. You also agree that any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Salt Lake County, Utah, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual



property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Salt Lake County, Utah, or the District of Utah. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Our Services are provided “as is” and without warranty. You acknowledge and agree that from time to time, our Services may be delayed, interrupted or disrupted for an indeterminate period of time. Such events may include, without limitation: server updates, software updates, power outages, equipment malfunctions, natural disasters, attacks on infrastructure by hackers or terrorists, and interruptions or delays in transmission by your telecommunications carrier. We and our affiliates are not liable for any claim arising from any such delay, interruption, disruption or similar failure. In no event will we or our affiliate be liable for indirect, consequential or special



damages, including lost profits, arising from your use of our Service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with our Services, provided that we may, in our sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You agree that these Terms are the complete and exclusive statement of the mutual understanding between you and us, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Tera, and you do not have any authority of any kind to bind us in any respect whatsoever. Except as expressly set forth in the section below regarding the Apple specific terms and conditions, you agree there are no third-party beneficiaries intended under these Terms.



You may not use, export, re-export, import, or transfer our Services except as authorized by United States law, the laws of the jurisdiction in which you obtained our Services, and any other applicable laws. In particular, but without limitation, our Services may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using our Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use our Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

Tera agrees to maintain your data and run your services in a manner compliant with PCI requirements, and an AOC is available upon request.

We do not discriminate on the basis of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, physical or mental ability, veteran status, military obligations, and marital status.

Apple Specific Terms and Conditions



In addition to your agreement with the foregoing terms and conditions, you acknowledge and agree to the following provisions with respect to your use of the iPhone, iPad or iPod Touch compatible version of the licensed mobile application (also called the “Licensed Application”).

This Licensed Application is an agreement between you and us. Apple Inc. (“Apple”) is not a party to these Terms and does not own and is not responsible for the Licensed Application. Apple is not providing any warranty for the Licensed Application, except if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Licensed Application and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Licensed Application, including, without limitation, any third-party product liability claims, claims that the Licensed Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Licensed Application, including those pertaining to intellectual property rights, must be directed to us at the address provided in the ‘Contact Us’ section of the Licensed Application.

The license you have been granted herein is limited to a non-transferable license to use the Licensed Application on any iPhone, iPad or iPod Touch device that you own or control, as permitted by the usage rules set forth in the



App StoreSM Terms of Service. In addition, you agree to comply with the terms of any third-party agreement that is applicable to you when using the Licensed Application, such as your wireless data service agreement.

You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this Terms of Use agreement against you as a third-party beneficiary thereof.

Apple, iPhone, iPad, and iPod Touch are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Watch is a trademark of Apple Inc. App Store is a service mark of Apple Inc.

Corpay Specific Terms and Conditions



In addition to your agreement with the foregoing terms and conditions, you acknowledge and agree to the following provisions specific to Corpay services and payment processing.

You hereby authorize Tera to provide Corpay with your Company Data and related Personal Data (such as corporate registration certificate, proof of address, financial statements, bank statements, or personal identification) for the purpose of credit approval, compliance and underwriting to determine your eligibility for Services and Cards issued by Corpay. Corpay's privacy policy is available for review here: <https://www.corpay.com/privacy-policy>

You further authorize Tera to provide Corpay with your designated bank account information to enable Corpay or its bank to initiate debit/credit entries to your bank account via electronic funds transfer. Your agreement to these terms serves as authorization for Services provided by Corpay, including ACH payments and agree to be bound by NACHA Rules. You also authorize Corpay (or our bank or processor) to make correcting debits and credits to your bank account in order to correct any errors.

If you wish to revoke your authorization and discontinue use of the Services, you must authorize Tera to inform Corpay at least ten (10) days in advance; provided, however, you understand that this authorization will remain in effect after any termination and

until all of your obligations to pay any fees have been paid in full. In the event you change your bank account, you must notify Tera by updating your file and authorizing Tera to provide this update to Corpay. You agree to cooperate to



recover and return any amounts erroneously debited from or credited to your bank account.

Alphabet (Google/Android) Specific Terms and Conditions

In addition to your agreement with the foregoing terms and conditions, you acknowledge and agree to the following provisions with respect to your use of the Android-compatible version of the licensed mobile application (also called the “Licensed Application”).

This Licensed Application is an agreement between you and us. Alphabet Inc. (“Alphabet”) is not a party to these Terms and does not own and is not responsible for the Licensed Application. Alphabet is not providing any warranty for the Licensed Application, except if applicable, to refund the purchase price for it. Alphabet is not responsible for maintenance or other support services for the Licensed Application and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Licensed Application, including, without limitation, any third-party product liability claims, claims that the Licensed Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Licensed Application, including those pertaining to intellectual property rights, must be



directed to us at the address provided in the ‘Contact Us’ section of the Licensed Application

The license you have been granted herein is non-exclusive, worldwide, and perpetual to perform, display, and use the Licensed Application on the device. In addition, you agree to comply with the terms of any third-party agreement that is applicable to you when using the Licensed Application, such as your wireless data service agreement.

You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You acknowledge and agree that Alphabet and Alphabet’s subsidiaries are third-party beneficiaries of these Terms and that, upon your acceptance of the terms and conditions of these Terms, Alphabet will have the right (and will be deemed to have accepted the right) to enforce these Terms you as a third party beneficiary thereof.

Alphabet, Google, Google Play, Android and other marks are trademarks of Alphabet Inc., registered in the U.S. and other countries.

Tera Bill Payment Agreement – Terms and Conditions



This agreement (Agreement) explains the current terms and conditions of the Tera Bill Pay service, which is provided by MVB Bank, Inc. (Bank, we, us, and our), a West Virginia state-chartered bank, FDIC Insured, to the Customer named in the “Bill Pay Enrollment and Certification of Beneficial Ownership” (Customer, you, and your). Please read this Agreement carefully and keep a copy for your records. If you have any questions, please contact us. THE SERVICES ARE INTENDED FOR COMMERCIAL ACCOUNTS ONLY AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD USES

1. ACCEPTANCE OF THIS AGREEMENT

You accept this Agreement and consent to all of the terms and conditions set forth if you expressly accept this Agreement electronically or in writing, use any Services provided under this Agreement, or do not cancel your access to all Services within 30 days of receiving any Service. You may, however, reject the “Arbitration” section as explained below.

2. CHANGES TO THIS AGREEMENT

We may change the terms of this Agreement, including fees and charges for the Services, from time to time, which may include adding, modifying or deleting any term to this Agreement. If required by law, we will give you



advance written notice of the change(s) and/or a right to reject the change(s). Oral modifications to this Agreement are not permitted.

3. THE BILL PAY SERVICES

You hereby represent and warrant (i) you The bill payment services (the Services) made available under this Agreement are intended to provide you with the ability to initiate funds transfers from your designated Payment Account to a Payee in payment of a bill or invoice from such Payee. The Services are provided to you by Bank., Tera (Service Provider) provides services to Bank in connection with Bank's provision of the Services, including maintaining software that permits access to the Services (the Platform). Any funds that you transmit using the Services as a payment method will be transferred to a pooled deposit account held by Bank. Bank acknowledges that the funds held in the pooled deposit account may be eligible for FDIC insurance, but does not guarantee that the funds are insured. Except as specifically set forth in this Agreement, Bank has no responsibility to perform the Services or fulfill any obligations under the Agreement. Additionally, your access and use of the Platform to access the Services is conditioned on any terms of use posted on the Platform.

When using the Services, you will have the ability to approve payments of bills and/or invoices through the Platform. Such approvals must be made through



the Platform on a Business Day, and prior to the established cut- off time for such Business Day (the Cut-Off Time), to count as being made that day. Any approvals that are made on a day other than a Business Day, or after the Cut-Off Time for such Business Day, will be treated as if made the following Business Day. The applicable Cut-Off Time is 5:00 pm Eastern Standard Time for the Platform and next to the Platform's payment funding button. Each Business Day, all payment approvals deemed as received during the Business Day will be totaled and the total amount of such payments will be transferred from the designated Payment Account(s) to an account owned by Bank. This account will only be used for funding payment transfers pursuant to the Services. Bank will then transfer each approved payment to the designated Payee, subject to the terms and conditions of this Agreement. Funds generally will be delivered to a Payee within eight (8) Business Days from when payment is withdrawn from the Payment Account. Notwithstanding any other term in this Agreement, we may in our sole discretion choose to impose limits on the amount or frequency of payments, delay or cancel any payment, or suspend your ability to make payments using the Services.

4. THE PAYMENT ACCOUNT

To use the Services, you must provide us with access to a Payment Account and link that Payment Account to the Services using the Platform. Any Payment Account that you provide for use with the Services must be an



account that is used solely for business or commercial purposes and is not used for any personal, family, or household purposes. By providing an account as a Payment Account, you are representing to us that the Payment Account is solely used for business or commercial purposes. You further represent that you may authorize transactions from such Payment Account without the consent or approval of any other person. Your access to and use of the Services is conditioned on compliance with this provision, and you agree that neither Bank nor Service Provider will have any liability for any reason if you are not in compliance with this provision. The Services are only for business or commercial payments from a business account.

5. PAYMENT AUTHORIZATION

By approving or otherwise initiating a payment through the Services, you authorize Service Provider to provide instructions to Bank to initiate and complete such payment on your behalf. In order to process payments more efficiently and effectively, Bank may edit or alter payment data or data formats in accordance with Payee directives. When you provide instructions using the Services, you are authorizing Bank to initiate an electronic funds transfer, or other payment method chosen by Bank, from your designated Payment Account in the amount specified in the approval or other payment instructions. You are solely responsible for complying with any terms set by the financial institution holding your Payment Account, including any fee terms, such as



non-sufficient fund or overdraft fee terms. If you are entitled to a reversal, refund, or other adjustment associated with a payment made using the Services, you also authorize Service Provider and Bank to credit your Payment Account to complete that transaction. The Services will use its best efforts to make all your payments properly. However, Bank shall incur no liability if the Services are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: (a) if, through no fault of the Services, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; (b) the payment processing service center is not properly working and you know or have been advised by the Services about the malfunction before you execute the transaction; (c) you have not provided the Services with the correct Payment Account information or the correct name, address, phone number, or account information for the Payee; and/or (d) circumstances beyond control of Bank prevent the proper execution of the transaction and the Services have taken reasonable precaution to avoid those circumstances. Provided none of the foregoing exceptions are applicable, if the Services causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your payment instructions, the Services shall be responsible for returning the improperly transferred funds to your Payment Account. No party shall be liable for consequential or indirect damages.



6. PAYMENT METHODS

We may, in our sole discretion, select any payment method to transfer funds on your behalf to a payee or between you and Bank. These payment methods may include, without limitation, use of a virtual card or other transaction through a payment card network; an automated clearing house (ACH), wire, or other electronic funds transfer; or a check or draft. To the extent that ACH transactions are used, you agree to be bound by the NACHA Operating Rules.

7. PROHIBITED PAYMENTS

By entering into this Agreement, you certify that you are at least 18 years of age or older. You are prohibited from using the Services to make payments to anyone outside of the United States; to make payments that would facilitate illegal conduct or that involve funds derived from illegal conduct; to make payments for amounts not associated with a bill or invoice from the designated Payee; to breach any agreement to which you are bound; to engage in any internet or gambling transactions whether or not gambling is legal in any applicable jurisdiction; to engage in any activity or business that



would result in you being or becoming a “money services business” as defined in the Bank Secrecy Act and its implementing regulations; to make payments from a Home Equity Line of Credit (HELOC) account; to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement; and to make payments for any purpose other than a business or commercial purpose. You agree that you will not use the Services to make payments for any personal, family, or household purpose and will only use the Services for commercial or business purposes. You acknowledge and agree that Bank has no obligation to monitor your use of the Services for transaction and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

8. PAYEES

You represent to Bank and Service Provider that you have performed appropriate due diligence on any Payee or other person to which payments using the Services are requested and that you are not relying on any “know your customer” or other due diligence performed by Bank or Service Provider. You acknowledge that neither Bank nor Service Provider are responsible for any illegality that may arise due to a payment made using the Services and you assume all responsibility for such payments. You will indemnify Bank and



Service Provider for any loss that either might incur because a Payee you have chosen is associated with any illegal activity. We may choose, in our sole discretion, to limit, suspend, or refuse to make payments to any Payee or other person to which payments using the Services are requested and you agree that we shall have no liability for choosing or not choosing to do so.

9. FEES, CHARGES, AND COSTS

We currently do not assess any fees for making payments using the Services. Applicable fees and charges for other services provided in connection with the Services: no fees applicable at this time, exceptions may apply. We reserve the right to modify the Fee Table at any time, and it is your obligation to be aware of any and all applicable fees. You will reimburse us immediately upon demand for any costs or losses we incur due to returned payments or misuse of the Services, such as fees or costs imposed by another financial institution.

10. SECURITY

You agree not to give or make available your password or other means to access the Services or any Payment Account to any unauthorized individuals. You are responsible for all payments you authorize using the Services. You must access the Platform and the Services only after such access has been verified and authenticated pursuant to the Platform's Security Procedures.



You agree that such Security Procedures are commercially reasonable and that we may deem any payment instructions issued pursuant to the Services as valid and authorized if such Security Procedures were followed. You assume all liability for all payments initiated after such Security Procedures have been followed, even if you did not intend for such payment to occur or you did not actually authorize such payment.

11. UNAUTHORIZED USE

If you suspect an unauthorized payment from any of your accounts in connection with the Services, you must contact us immediately. Our contact information is provided on the Platform. An immediate telephone call to us is the best way to reduce any possible losses. You assume all liability for any unauthorized use of the Services and agree that Bank and Service Provider are not liable for any unauthorized payments made using the Services. You further assume full responsibility for the security and confidentiality of your passwords and any other access method for the Services. However, if you provide notice of suspected or actual unauthorized payments, we will use commercially reasonable efforts to prevent further unauthorized payments.

12. ERROR RESOLUTION



In case of errors or questions about any transactions using the Services, you must notify us promptly. Your notice to us must include your name, your Services account number, why you believe it is an error or why you need more information, and the dollar amount of any suspected error. If we do not receive appropriate notice from you regarding an error within sixty (60) days of such error being reflected in any transaction summary or other information provided to you on the Platform or reflected on a statement for your Payment Account, then we will have no obligation to address the error even if we otherwise might be so obligated.

13. RETURNED AND DELAYED PAYMENTS

In using the Services, you understand that payments may be returned, for example, due to invalid information being provided, the inability to locate a Payee account, or a Payee account being paid in full. Neither Bank nor Service Provider are responsible for any returned payments for any reason. In some instances, you will receive a return notice from the Services.

Additionally, due to circumstances not directly within our control, such as delays in handling and posting payments by other financial institutions or Payees, Payees' inability to accept a form of payment, or other delays in the payment clearing process, some transactions may take longer to be credited to a Payee account to which you have made a payment. You agree that we are not responsible for any delays in payment for any reason.



14. CANCELLING OR STOPPING PAYMENTS

If you provide advance approval for a payment, you may cancel any such payment within the Platform so long as (i) such cancellation occurs before the Cut-Off Time, as defined in Section 3, on the day that such approval is scheduled to be effective, and (ii) processing of the payment has not yet begun. After the Cut-Off Time, as defined in Section 3, on the approval's effective date or once processing has begun, then a payment cannot be cancelled or edited. If the processing for a payment has begun, then you may request that we attempt to stop the payment. We will use reasonable efforts to stop such payments, but you agree that neither Bank nor Service Provider will have any liability in connection with any stop payment request and that we may be unable to stop a payment. Any request to stop a payment must include the Payee name, the Payee account number, and the amount and date of the payment request. If you request that we stop a payment by phone, then we may require you to confirm such request in writing. If we incur any fees, charges, or costs from a third party because you have cancelled or stopped a payment, then you will promptly reimburse us.

15. EXCEPTION PAYMENTS.



Tax payments and court-ordered payments may be scheduled through the Service, however, such payments are discouraged and will be scheduled at your own risk. In no event shall the Services or Bank be liable for any claims or damages resulting from your scheduling of these types of payments.

16. PRIVACY POLICY AND INFORMATION SHARING

Your use of the Services is subject to Bank's Privacy Policy, available at <https://tera.cloud/privacy>. This Privacy Policy describes how Bank uses and discloses information about the users of the Services and or the Platform. By using the Services or the Platform, or otherwise consenting to this Agreement, you agree to the terms of the Privacy Policy, which is incorporated by reference. Additionally, except as prohibited by law, you authorize Bank and Service Provider to share information about you with the other, including without limitation, information regarding your use of the Services, your activity on the Platform, transactions involving a Payment Account, and information about you relating to or arising from other Tera-branded products. Bank and Service Provider may use such information shared with the other for any lawful purpose. Without limiting the foregoing, such sharing and use may include:

- Sharing your information relating to the Services, including any application or sign up process for the Services, to facilitate opening or managing another Tera- branded product;



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- Sharing your information relating to another Tera-branded product, including the application or sign up process for such product, to facilitate your access to the Services under this Agreement or managing the Services;
 - Sharing information regarding you in connection with the Services, the Platform, and/or other Tera-branded products to detect, prevent, or investigate fraud or illegal conduct and to manage other risks;
 - Sharing information to facilitate transactions and services that you request;
 - Responding to governmental inquiries and legal process; and
 - Any other lawful business purposes of Bank or Service Provider.

17. INTERNET DISCLAIMER

Bank does not, and cannot, control the flow of any documents, files, data, or other information via the internet, whether to or from Bank's network, or other portions of the internet or otherwise. Such flow depends in large part on the performance of internet services provided or controlled by third parties.

Actions or inactions of third parties can impair or disrupt your connections to the internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort, or otherwise) that are attributable or in any way related to the internet infrastructure or your or Bank's ability or inability to connect to the internet. You understand that, while Bank and its service providers have established certain security procedures, such as firewalls, codes, and/or data encryption designed to prevent



unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You agree that Bank is not responsible for any such unauthorized access, delays, or malfunctions, and Bank is not responsible for the acts of third parties.

18. TERMINATION OF THE SERVICES

You may terminate the Services at any time by indicating that you wish to terminate by contacting us at the e-mail address or customer service telephone number set forth in the terms of use for the Platform, at <https://tera.cloud/terms-conditions>. We will treat a valid termination request from you through the Platform as effective on the following Business Day. We also may, but are not required to, honor any termination request that you provide through other means. If we do so, then we may treat the termination request as effective up to ten (10) Business Days after receipt. When your termination request is effective, we will cancel any pending payments, but we are not required to stop any payments that are already in progress. You will remain responsible for any amounts you owe us under this Agreement. We may terminate your access to the Services and/or this Agreement at any time and for any reason without notice unless required by law.

19. GOVERNING LAW



20. ARBITRATION

RIGHT TO REJECT ARBITRATION. IF YOU DO NOT WISH THIS AGREEMENT AND THE SERVICES TO BE SUBJECT TO THE FOLLOWING ARBITRATION PROVISION, YOU MUST ADVISE US IN WRITING AT Teranium LLC Suite #11, 289 Great Rd Acton MA 01720. YOU MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER AND STATE THAT YOU REJECT ARBITRATION. YOU MUST GIVE WRITTEN NOTICE; IT IS NOT SUFFICIENT TO TELEPHONE US. WE MUST RECEIVE YOUR LETTER OR E-MAIL WITHIN SIXTY (60) DAYS AFTER YOU GAIN ACCESS TO THE SERVICES OR YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE.

This paragraph describes how all Claims (as defined below) will be arbitrated, at the election of you or us, on an individual (non- class, non-representative) basis instead of litigated in court.

Definitions. The term Claim means any claim, dispute, or controversy between you and us or the Service Provider arising from or relating to this Agreement, the Services or the Platform, or any payment or transaction relating to or arising from the Services, the Platform, or any Payment Account, as well as any related or prior agreement that you may have had with us or the Service Provider, or the relationships resulting from this Agreement, including the validity, enforceability or scope of this arbitration provision or the Agreement. Claims arising in the past, present, or future, including Claims arising before



the execution of this Agreement, are subject to arbitration. Claim includes, without limitation, claims that arise from or relate to any application for the Services or any advertisements, promotions, or statements related to the Services or the Platform. For purposes of this Arbitration provision, you and us also includes any corporate affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of Claim. Claim includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, third-party claims, and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law, and equity. Claims and remedies sought as part of a class action, private attorney general action, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Claim also includes claims by or against any third party relating to or arising from your Card, your Account, or this Agreement. The term Claim is to be given the broadest possible meaning that will be enforced.

Right to Elect Arbitration. We OR you have the right to require that each Claim be resolved by arbitration on an individual (non-class, non-representative) basis. A Claim will be arbitrated if (1) both we and you or (2) only one or the other of we or you, exercise the right to require that the Claim be arbitrated. If,



for example, we exercise our right to require that the Claim be resolved by arbitration, but you do not also exercise your right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither we nor you request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards or decisions is limited to you and us alone. Furthermore, Claims between you and us may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. However, multiple persons using the Services, or corporate affiliates, are considered one person for the purposes of this paragraph. No arbitration award will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration. This arbitration provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act ("FAA") (9 U.S.C. § 1, et seq.).

No Jury Trial or Class Claims. If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) there will be no jury trial on the Claim, (2) there will be no pre-arbitration discovery except as the Administrator's rules permit, and (3) no Claim may be arbitrated on a class-action, private attorney general, or other representative



basis, and neither we nor you will have the right to participate as a representative or member of any class or group of claimants pertaining to any Claim subject to arbitration. We or you may elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Initiation of Arbitration. The party initiating an arbitration shall select an Administrator from the organizations listed above. If none of the Administrators listed above will accept the arbitration, the arbitration will be administered by an administrator, or adjudicated by an arbitrator, upon which you and we agree in writing. The arbitration shall be governed by the procedures and rules of the Administrator and this Agreement, which need not apply federal, state or local rules of procedure and evidence. The Administrator's procedures and rules may limit the discovery available to you or us. You can obtain a copy of an Administrator's procedures and rules by contacting the Administrator. A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge, selected in accordance with the rules of the Administrator. In the event of any conflict or inconsistency between this arbitration provision and the Administrator's rules or other provisions of this Agreement, this arbitration provision will govern. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. Arbitration hearings



for Claims by or against you will take place in the federal judicial district in which you reside. At the end of the arbitration, the arbitrator will decide if you have to repay the advance (and if you do have to repay, you agree to do so). Unless applicable law requires otherwise, we will pay our, and you will pay your, lawyers', experts', and witnesses' fees. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award.

Arbitration Award and Appeals. Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision regarding any claims will be final and binding, except for any appeal right under FAA. The appealing party will pay the appeal costs. This agreement to arbitrate shall survive any suspension, termination, revocation or closure of the Agreement or your Account, and any bankruptcy to the extent consistent with applicable bankruptcy law.

enforcement of this Provision. If any part of this arbitration provision cannot be enforced, the rest of the arbitration provision will continue to apply. However, an arbitrator cannot enlarge his or her authority over the adjudication of Claims beyond that provided by this arbitration provision by enforcing only part of this arbitration provision. If an arbitrator determines that applicable law



requires this arbitration provision to be enforced in a way that would result in greater authority over

Claims than otherwise allowed, such as the adjudication of claims on a class or representative basis, then the arbitrator must decline to hear the dispute and shall refer the parties to a court or other body with sufficient authority. In the event of any conflict or inconsistency between this arbitration provision and the Administrator's rules or other provisions of this Agreement, this arbitration provision will govern.

21. OTHER TERMS

If any part of this Agreement is found to be invalid, the rest of it will still remain in effect (except as noted in "Arbitration" section above). We may delay or not enforce any of our rights under this Agreement without losing or waiving any of them. We may sell, assign or transfer your Account and/or our rights and obligations under this Agreement (or any portion thereof) without notice to you. You may not sell, assign or transfer your Account or your rights and obligations under this Agreement without obtaining our prior written consent. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between you and us. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this



Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party. In no event shall we be liable to you for any failure or delay in performance wholly or in part due to causes or circumstances beyond our reasonable control including, but not limited to the following: acts of God; acts of the public enemy; civil disturbance; war; acts of the United States of America or any state, territory or political division of the United States of America; fires; floods; natural disasters; pandemic or epidemic events, regional, statewide, or nationwide strikes, or any other general labor dispute not specific to us; and/or communication line failures (collectively “force majeure”). Our inability to perform under this Agreement due to force majeure events will not be considered a breach or default.

THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE. WITHOUT LIMITING THE FOREGOING, THE SERVICES ARE PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY THAT IT WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. EXCEPT AS OTHERWISE REQUIRED UNDER LAW, OUR LIABILITY AND SERVICE



PROVIDER'S LIABILITY IN CONNECTION WITH THE SERVICES SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU AND SHALL NOT INCLUDE ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

22. DEFINITIONS

Business Day means any day other than a Saturday, Sunday, federal holiday, or other day on which a bank in West Virginia or New York is authorized or required to be closed. Payment Account means any depository account, brokerage account, or other asset account which is linked to or otherwise associated with the Services or from which payments are made using the Platform or the Services. In our sole discretion, we also may permit you to link a Tera-branded credit product to the Services for payments, in which case the Payment Account shall also include any credit account associated with such product.

Payee means any person to which payments are requested or instructed to be made, or actually made, using the Services

Security Procedure means any process that Bank or Service Provider establishes in connection with the Platform or the Services to authenticate, confirm, or validate your identity and/or payment instructions.

