



MONEY TRANSFER SERVICES TERMS (USA)

These Money Transfer Services Terms (USA) (“**Agreement**”) set forth the terms applicable to the money transfer service (“**MT Service**”) provided to business customers by Convera USA, LLC (“**Convera**”) through the Routable, Inc. (“**Routable**”) software as a service application (“**Routable Service**”) or through a Routable managed Application Programming Interface (API) (each a “**Routable Access Point**”). For purposes of this Agreement, “**Client**” or “**you**” refers to legal entity or business that utilizes the MT Service to submit payments to Convera (each a “**Payment**”) for transfer to payees you designate (each a “**Payee**”). By utilizing the MT Service, Client agrees as follows:

1. For Payments processed through Routable Access Points, you authorize (a) Routable to receive instructions for Convera to transmit Payments to Payees (“**Instructions**”) from you and to transmit such Instructions to Convera, and (b) Convera to receive such Instructions from Routable and process Payments in accordance with the Instructions and this Agreement. For the avoidance of doubt, a single Instruction may include instructions to Convera to process multiple Payments. You are responsible for assuring that each Instruction contains accurate and complete Payee information. If the Instruction contains errors, then Convera shall have no liability to you for transmitting a Payment in accordance with the Instruction.
2. Any fees (“**Fees**”) applicable to the MT Service will be disclosed to you prior to authorizing Convera to process a Payment. Any fees charged by Routable for the use of the Routable Services shall be governed by your agreement with Routable.
3. In order to use the MT Service as part of the Routable Service, you (a) must submit an Instruction through a Routable Access Point, providing Payee details in the Instruction and (b) make payment to Convera for the amount of Payment or Payments set forth in the Instruction, together with any Fees due (“**Settlement**”). The Routable Service is configured to send Settlement funds electronically to Convera to the account we designate (“**Convera Settlement Account**”).
4. For Payments submitted through Routable Access Points, you must submit Instructions using such user access credentials as Routable may require (“**User Credentials**”) for your users associated with your Routable account (“**Routable Authorized User**”). Routable may transmit any Instruction and Convera may accept any Instruction transmitted using your User Credentials and you are liable to Convera for all Payments authorized via your User Credentials and processed by Convera, regardless of whether the Instruction is actually submitted by a Routable Authorized User, except to the extent an Instruction is submitted as the result of the wrongful conduct or gross negligence of Convera. You should notify Routable immediately if you believe an unauthorized person may have access to your User Credentials or may be submitting Instructions on your behalf.
5. An Instruction is binding on you once the Instruction has been submitted using your User Credentials, via a Routable Access Point. Immediately after an Instruction is submitted and accepted, Routable will make a receipt (“**Receipt**”) available to you through the Routable Services which you agree to review for accuracy. You must notify Routable immediately of any error or omission in the Receipt.
6. You agree and understand that for payments to Payees sent by Convera through the US ACH system, credit given by the receiving depository institution (“**RDFI**”) to the Payee for the entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A of the Uniform Commercial Code. If the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Payee in the amount of the credit to the Payee's account, and the originator (Client) will not be considered to have paid the amount of the credit entry to the Payee.
7. If Convera processes a Payment for you for which Convera does not receive full Settlement from you, you agree that you shall remain liable to Convera for the amount of the Payment sent by Convera pursuant to your Instruction. In the event Convera fails to receive full Settlement from you, upon Convera's request, you shall make immediate arrangements for Settlement of all unpaid amounts to Convera's Settlement Account.

8. You understand that Convera takes appropriate measures to ensure that it is not participating or assisting in money laundering or terrorist financing. You agree that Convera, may disclose any transaction-related information in order to satisfy Convera's legal obligations under applicable law, including, but not limited to anti-money laundering, trade, and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any governmental agency, body or department that exercises regulatory or supervisory authority with respect to Convera's operations, where such disclosure is made to satisfy routine governmental audit or examination requirements or as part of informational submissions required to be made to such governmental entities in the ordinary course of business. Upon request, you agree to provide any additional information that Convera may need to satisfy its obligations under this Section 8.
9. Convera may cancel or reject any Instruction at any time, as required to comply with applicable laws or regulations, or in accordance with its compliance policies and procedures. Convera may suspend or terminate the MT Service immediately upon notice to you. . You agree that Ratable may deliver notice to you on Convera's behalf. This Agreement only applies to transactions processed by Convera and if you cease use of the MT Service you shall have no further obligations hereunder, except that any transactions previously processed by Convera for you shall continue to be governed by this Agreement.
10. You understand that the under US sanctions law and under the sanctions laws of other jurisdictions (collectively "**Sanctions Laws**"), payments to certain designated persons, countries, or geographic regions may be barred. Further, applicable Sanctions Laws may require that any transfer of funds to such a person or geography be blocked and, in certain cases, the funds relating to such transfer be held and seized and not returned to the payor. You agree that in the event, in order to comply with applicable Sanctions Laws, Convera rejects, blocks, or holds/retains funds you've transferred to Convera, Convera shall have no liability to you.
11. Convera reserves the right, in its sole discretion, to change, amend or otherwise modify this Agreement at any time. Changes or modifications will be posted at <https://ratable.com/legal/terms-of-service/>. Any change, amendment, or modification so conveyed to you shall be effective as of the date of such posting but only shall apply to Instructions and Payments processed by Convera after the date of such website posting or notice. If you reject such change, amendment or modification, your sole remedy shall be to cease using the MT Service. By continuing to use the MT Service following receipt of notice or the posting of a change, amendment, or modification, you agree that such use shall constitute your consent to such change, amendment, or modification.
12. Any new entity accepting assignment from you hereunder, or otherwise acting as legal successor to you may be required to provide additional information to Convera in order to enable Convera to meet its "know your customer" obligations. Convera may transfer or assign its rights and obligations under this Agreement to any legal successor or affiliate, provided that such successor or affiliate is able to perform the Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
13. The Client represents and warrants that (a) all information provided to Ratable in connection with its application to use the MT Service is true and accurate and not misleading and that (b) Client has not withheld any information that is relevant to Convera's decision to offer the MT Service or to process a Payment for Client.
14. The Client repeats each representation and warranty contained within this Agreement on each date that it submits an Instruction and on each date that Convera executes a Payment on behalf of the Client. The Client acknowledges that at all times Convera relies on the representations and warranties contained within this Agreement.
15. You acknowledge that, in order for Convera to perform any of the Convera Services hereunder, Ratable will provide certain information to Convera, such as information about your business or the purpose of payments, banking details, Payee details, payment amounts, or any other information related to the payment ("**Confidential Client Information**"). Convera shall normally not disclose, sell or otherwise transfer Confidential Client Information to any third party other than its contractors, business partners (including Ratable), affiliates and financial institutions and; provided however, that Convera shall have the right to disclose such information to any third party if such disclosure is required by applicable law or regulation or, where there is a reasonable need, to help prevent or detect crime or prosecute offenders, or if otherwise necessary to provide the MT Service. Convera may, in its sole discretion, contact any Payee to effectuate the delivery and provision of the MT Service, including, but not limited to, the ongoing maintenance of Payee remittance details (e.g., bank account information, routing number and contact details) (the "**Payee Data**"). Nothing contained in this Agreement is intended or shall be construed to (i) preclude, restrict, or prevent Convera from establishing or maintaining with any Payee a commercial relationship that is separate and distinct from the MT Service provided to Client hereunder or (ii) relieve you of your responsibility to ensure the accuracy of all Payee Data contained in any Instruction. You further acknowledge that you already hold and maintain Payee Data for an extensive compilation of Payees and, therefore, your right to any particular Payee Data shall not be exclusive. Convera will not disclose any Payee Data received from you to any third party, except in connection with delivering the MT Service or as otherwise contemplated under this Agreement. Convera's use of Confidential Client Information is further subject to its [Privacy Policy](#). Convera agrees to follow the data security provisions set forth in the attached **Schedule A**.

16. You agree to indemnify and hold Convera harmless for any: (a) damages, losses, costs, and expenses incurred by us in connection with any Instruction made by you or Convera's reasonable actions in response to receiving an Instruction from you, unless such damages, losses costs and expenses are caused by our error, gross negligence, or intentional misconduct; and (b) damages, losses, costs, and expenses incurred by Convera that are attributable to your use of any non-Convera system to access the MT Services.
17. NO WARRANTIES; INFORMATION WARRANTY EXCLUSION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONVERA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ERRORS, OMISSIONS OR INTERRUPTIONS TO THE MT SERVICE AND ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND PERFORMANCE. YOU AGREE THAT CONVERA SHALL NOT BE LIABLE FOR ANY ERRORS OR LOSSES CAUSED BY OR ATTRIBUTABLE TO THIRD PARTIES.
18. LIMITATION ON LIABILITY.
 - a. CLIENT AGREES THAT CONVERA SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ARISING FROM OR IN CONNECTION WITH THE MT SERVICE, THESE TERMS AND CONDITIONS, AND/OR ANY ADDENDUM, IF APPLICABLE (HOWEVER ARISING, REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF CAUSE OF ACTION), INCLUDING NEGLIGENCE AND REGARDLESS OF WHETHER CONVERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b. FOR ANY CLAIM RELATED TO THE PROCESSING OF A PAYMENT FOR CLIENT, CONVERA'S LIABILITY SHALL BE LIMITED TO COMPLETING THE PAYMENT TRANSACTION, OR RETURNING THE SETTLEMENT FUNDS, PLUS PAYING AN AMOUNT EQUAL TO THE FEES CHARGED TO YOU IN CONNECTION WITH THE TRANSACTION. THE FOREGOING SHALL NOT OBLIGATE CONVERA TO COMPLETE ANY PAYMENT OR RETURN SETTLEMENT FUNDS WHERE SUCH ACTION IS PROHIBITED BY APPLICABLE LAW.
 - c. FOR CLAIMS UNRELATED TO A PARTICULAR TRANSACTION, CONVERA'S MAXIMUM LIABILITY HEREUNDER SHALL NOT EXCEED A SUM EQUAL TO THE FEES CHARGED BY CONVERA TO CLIENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.
 - d. CLIENT AGREES THAT ANY CLAIM FOR DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH THE MT SERVICE MUST BE ASSERTED WITHIN SIX (6) MONTHS OF THE CIRCUMSTANCES THAT ALLEGEDLY CAUSED THE INCIDENT GIVING RISE TO THE CLAIM.
19. This Agreement shall be governed by the laws of the State of New York, without reference to the choice of law principles that would require the application of different law. The Parties agree to be subject to the jurisdiction and venue of the state and federal courts of New York, New York with respect to any disputes arising out of this Agreement.
20. You are responsible for remitting to the appropriate tax authority any taxes that may apply to any Payments initiated in connection with the MT Service. For the avoidance of doubt, it is your responsibility to determine the tax status of the Payee in accordance with Internal Revenue Code sections 1441 through 1446 and 1471 through 1474. Convera would not know or have reason to know of the withholding status of a payment to a Payee. You represent and warrant that you have determined the tax status of the Payee in accordance with the Internal Revenue Code, and the regulations promulgated thereunder, and

have withheld the appropriate amount, if any, required. You will indemnify and hold harmless Convera from and against any claims by the U.S. Internal Revenue Service (IRS) for tax, interest, and penalties, and expenses incurred by Convera arising out of or in respect of the Client's under-withholding or other noncompliance with respect to the IRS withholding rules. This indemnity will survive the completion of any payment and the termination of this Agreement.

21. Client acknowledges that it agrees to the terms of this Agreement through its agreement to the Routable Terms of Use. You acknowledge and agree that Convera provides only the MT Service and is not liable to you for any services provided Routable, or for any acts or omissions of Routable. In the event you hold another agreement with Convera to receive services not related to the MT Service and not provided through the Routable Access Points, such agreement shall remain in effect and cover such services.

[End of Terms and Conditions – Schedule A – Data Protection follows]

Schedule A: Data Protection

1. Each party hereto shall ensure that it maintains commercially reasonable information security and data privacy procedures and practices at all times meet or exceed information security standards and data privacy regulations established by the applicable regulations and laws.
2. While you use the MT Services, and as long thereafter as either party holds Protected Information (as further defined below), each party shall and shall cause its applicable affiliates or subcontractors who process, store or transmit Protected Information to maintain commercially reasonable physical, electronic and procedural controls designed to ensure the confidentiality, integrity and availability of Protected Information through its information systems, to include applications and networks, used to process, transmit or store such Protected Information. This may include, but is not necessarily limited to:
 - a. Establishing and maintaining least privileged based access controls for Protected Information. Access controls include, but are not limited to, account provisioning, de-provisioning, authentication, authorization, re-authorization, and accountability controls.
 - b. Implementing commercially reasonable controls to ensure that Protected Information and information systems used to process, transmit or store Protected Information are protected against malware.
 - c. Establishing and maintaining a commercially reasonable vulnerability management program for all information systems that process, transmit or store Protected Information. The program must be designed to prevent exploitation of vulnerabilities by continuous identification and mitigation of vulnerabilities.
 - d. Maintaining commercially reasonable software, hardware, systems, personnel, and other resources to ascertain whether a penetration attempt is being made against any part of the network, mainframe, server or other infrastructure, application or facility used to process, transmit or store the Protected Information.
 - e. Providing commercially reasonable privacy and information security training to employees.
 - f. Implementing commercially reasonable formal change management processes that document and control changes to a party's organization, business processes, information processing facilities and systems that transmit, process or store Protected Information.
 - g. Implementing appropriate physical controls to prevent unauthorized physical access, damage or interference to the information processing facilities used to process, transmit or store Protected Information.
 - h. As applicable, segregating conflicting duties and areas of responsibilities to reduce opportunities for unauthorized or unintentional modification of misuse of Protected Information.
3. Convera shall maintain commercially reasonable procedures reasonably designed to prevent, detect, and respond to Protected Information Incidents, including procedures for corrective action. If Convera becomes aware of any Protected Information Incident Convera shall promptly advise You of the Protected Information Incident; and take prompt, commercially reasonable action to remediate the incident and take such further action as is required by applicable law.
4. Convera shall comply with all laws applicable to Protected Information, and to Confidential Client Information, including without limitation the European Union General Data Protection Regulation (**GDPR**), to the extent applicable to any data received by Convera from You.
5. For purposes of this Schedule:
 - a. "**Protected Information**" means any information you provide to Convera in connection with an Instruction, including the Payee's or your banking details, other Payee information, and other transaction information, as well all other non- public proprietary and confidential information that you provide to Convera, (whether commercial, financial, technical or otherwise and which by its very nature would reasonably be determined to be secret or confidential in nature including without limitation personally identified or identifiable information).

- b. **“Protected Information Incident”** means an event or incident arising from the acts or omissions of Convera or through the systems or facilities of Convera or its Representatives, that results in the unauthorized disclosure of Your Protected Information.
- c. **“Representatives”** means the contractors, technology providers and agents of a party utilized to perform this Agreement.