



SPECIFIC TERMS -- DWOLLA ACH PAYMENTS FUNCTIONALITY

1. **Definitions.** Any capitalized terms that are not otherwise defined herein shall have their respective meanings, if any, set forth in (i) the Master Services Agreement or the Master Subscription Agreement entered into between TravelNet Solutions, LLC (“TNS”) or its affiliate and Customer (as amended from time to time, the “**Agreement**”), and (ii) the [Dwolla Terms of Service](#) and [Privacy Policy](#) (collectively, as amended from time to time, the “**Dwolla Terms**”).

2. **General.** In order to use the Dwolla ACH payment functionality (the “**ACH Payments Functionality**”), Customer must open a “Dwolla Platform” account (“**Account**”) provided by Dwolla, Inc. and Customer must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through an Account are held or transferred by Dwolla’s [financial institution partners](#) as described in the [Dwolla Terms of Service](#). Customer authorizes TNS and its affiliates to collect and share with Dwolla Customer’s personal information including full name, tax identification number, physical address, email address and financial information, and Customer is responsible for the accuracy and completeness of that data. Customer understands that Customer will access and manage Customer’s Account through the TrackPMS application, and Account notifications, including payment activity notifications, will be sent by TNS and its affiliates, not Dwolla. TNS and its affiliates will provide customer support for Customer’s Account activity and can be reached at <https://support.tnsinc.com/hc/en-us>.

3. **ACH Payments Functionality.** The ACH Payments Functionality is made available to Customer, subject to the Agreement, these Specific Terms and the Dwolla Terms. In the event of any conflict between the Agreement, these Specific Terms and the Dwolla Terms, the following order of precedence shall be used to determine the controlling terms with respect to the ACH Payments Functionality: (i) the Dwolla Terms, (ii) these Specific Terms, and (iii) the Agreement. For the avoidance of doubt, the ACH Payments Functionality is a Third Party Product for purposes of the Agreement.

4. **Eligibility Requirements.** Customer shall not, and shall not assist or permit any of its users or third parties to, (i) open or create an Account for anyone who is under eighteen (18) years old or not a resident of the United States, or (ii) conduct any transactions through Accounts or the ACH Payments Functionality for personal, family or household purposes.

5. **Customer Responsibility.** Customer is solely responsible for all of its and its users’ activities using the ACH Payments Functionality, including, without limitation, any fraudulent activity. Customer shall indemnify, defend and hold TNS, its affiliates and its and their managers, officers, owners, directors, governors, employees, agents, contractors, successors and assigns harmless from and against any Claims arising out of or related to (i) Customer’s Accounts or its users’ Accounts, whether authorized or unauthorized, (ii) any payment reversals, failures, cancellations or rejections related to the ACH Payments Functionality, and/or (iii) Customer’s or its users’ violation of these Specific Terms or the Dwolla Terms.

6. **End User Data.** Customer is solely responsible for providing accurate and complete data in connection with the ACH Payments Functionality. Customer must provide any additional information to enable the ACH Payments Functionality upon request.

7. **Customer Consents.** Customer hereby consents to TNS, its affiliates and its and their contractors, suppliers and vendors using Customer Content to make available the ACH Payments Functionality. Without limiting the foregoing, Customer hereby further consents to TNS, its affiliates and its and their contractors, suppliers and vendors collecting any user personal data and sharing user data with Dwolla, Inc. and other suppliers for the purpose of enabling the ACH Payment Functionality, including, without limitation, the provisioning and support of Accounts, if applicable.

8. **Transfer Times.** Subject to any delays caused by financial institutions independent of the ACH Payments Functionality or delays due to fraud or compliance reviews initiated by Dwolla, transfers will normally process in the following time frames: (i) within 3 to 4 business for transfers from a bank account to an Account, and

(ii) within 1 to 2 business days for transfers from an Account to a bank account. Transfer times are not guaranteed in any way.

9. Termination. Notwithstanding anything to the contrary, Customer's access to and use of the ACH Payments Functionality shall immediately terminate in the event the Agreement or the applicable Order Form expires or terminates for any reason. Customer acknowledges and agrees that Dwolla, Inc. may decline, restrict or otherwise limit transactions through, or Customer's or its users' ability to use, the ACH Payments Functionality. Dwolla, Inc. may also restrict, suspend or terminate Customer, its users or their Accounts with or without advance notice. TNS shall have no liability due to any actions described in this Section 8.

10. Miscellaneous. Except as expressly set forth above, the parties agree that these Specific Terms shall not release, waive, impair or limit any of the parties' rights, remedies, obligations or liabilities under the Agreement, and the parties hereby reaffirm each of their covenants and obligations under the Agreement. TNS may update or replace these Specific Terms from time to time. The most current version of these Specific Terms is incorporated into the Agreement by reference and deemed a part thereof.

Last Updated: March 26, 2024

**For the most current version of these Specific Terms, please see www.tnsinc.com/legal or submit a request to TNS to obtain a copy in another reasonable form.*