



Purchase Terms for My Commuter Check

BY ENTERING THIS SITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF SERVICE. THIS SITE IS OWNED, CONTROLLED AND OPERATED BY EDENRED BENEFITS, LLC (herein referred to as “EBLLC”). EDENRED BENEFITS, LLC RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY, ALTER OR OTHERWISE UPDATE THE TERMS OF SERVICE AT ANY TIME AND, BY ENTERING THIS SITE, YOU AGREE TO BE BOUND BY SUCH MODIFICATIONS, ALTERATIONS OR UPDATES AS WELL.

- (1) Employer agrees by clicking on login.edenredbenefits.com to abide by the Purchase Terms set forth in this agreement.
- (2) EBLLC shall use all reasonable efforts at its own cost to perform the services identified in the Specifications Section in accordance with the terms and conditions and Program Features set forth in this Agreement. EBLLC’s delivery of service is dependent upon the timely performance by Employer of its obligations under this Agreement.
- (3) Program Features

A. Enrollment

EBLLC will provide Employer with materials to initially enroll eligible employees. Employees may enroll or change orders via the EBLLC online ordering system at any time; however, changes to be effective for a Benefit Period must be made prior to the Cutoff Date (as defined in this Agreement) preceding the beginning of such Benefit Period. Employer will provide EBLLC with the following eligibility information: employee name, employee ID number, delivery address, delivery city, delivery state, delivery zip, phone number, email address and Employer’s office/branch location(s). Employer shall not provide any other information about its employees to EBLLC unless mutually agreed-to in writing by Employer and EBLLC.

B. Customer Service

EBLLC Customer Service representatives respond to incoming calls, faxes, and e-mails for timely resolution. Customer Service hours of operation are 8:00am-8:00pm Monday thru Friday EST. Inquiries received during business hours will be responded to within 48 business hours.

C. Payroll Interface

EBLLC provides a comprehensive payroll deduction file that can be imported into Employer’s payroll system to facilitate processing of payroll deductions. ECSB does not guarantee the standard payroll deduction file provided by EBLLC will meet the import requirements of employer’s payroll system.

D. Employee Communications

From time to time, EBLLC may directly communicate with all eligible employees of the Employer for the limited purpose of informing employees of the availability of Commuter Benefits, its advantages, how to sign up and enroll in such Commuter Benefits, to assist the Employer with increasing commuter benefit utilization, and for other purposes at the direction, or with the consent, of the Employer. Such communication may include but is not limited to printed material sent to employees’ home address on record, email campaigns sent to employee email addresses on record with EBLLC. EBLLC may provide other customizable communication options for use by Employer for distribution to its



employees and the Employer program manager, including for example the following: posters, welcome letters, user guides. Communication materials will be provided in an electronic format to Employer for customization and/or printing. Additional fees for customized communication materials may apply according to scope or request. EBLLC may also communicate with employees directly regarding their use of the Commuter Benefits, such as the status of their orders, the availability of products that might serve their commuting needs, and periodic surveys about the service they are receiving and the Commuter Benefits overall..

E. My Commuter Check Product Accessibility

The Employer has chosen to offer the My Commuter Check Program to participating employees. My Commuter Check program provides only the following products:

(i) The Personalized, Re-Loadable Prepaid Commuter Check Card for both Transit and Parking. (ii) Commuter Check Vouchers for Transit, Parking and Biking.

(iii) Parking benefit, effecting arrangements with selected parking facilities for direct payment of the participating employees' parking requirements.

(iv) Vanpool Direct Pay effecting arrangements with selected van pool operators for direct payment of the participating employees' Van Pool requirements.

(v) Smart Card Loads include: Clipper card, Chicago Card Plus, TAP Card, CharlieCard, MDTA, Metro (Houston), SmarTrip Card, Compass Card, ORCA, PATCO Freedom Card, SFRTA Tri-Rail, Translink, LIRR Monthly, and Metro North Monthly and any other new qualified transit smart card products that become available in the future.

(vi) Lifestyle spending account for qualified expenses.

(vii) When applicable, the Digital Wallet functionality for its employees to utilize with the My Commuter Check Program. (“Digital Wallet” wallet means a load feature which when linked to the prepaid cards allows benefit funding to be utilized for approved purposes.) The Digital Wallet functionality option can only be used if the employee is using the following payment means (“Digital Wallet Functionality” means the ability for a prepaid debit Card issued to an employee to be digitalized/tokenized into a third-party Digital Wallet such as Apple Pay™, Google Pay™, Samsung Pay™.):

- Magstripe Card issued by Bancorp Bank, N.A.(“Magstripe Card” means prepaid magstripe debit cards issued by Bancorp Bank N.A. , Member FDIC, pursuant to a license issued by MasterCard International.);
- EMV Card issued by Bancorp Bank, N.A (“EMV Card” means prepaid debit card embedded microchip and associated technology designed to enable secure payment at compatible point of sale (POS) terminals, issued by Bancorp Bank, N.A. , Member FDIC, pursuant to a license issued by MasterCard International.)

(4) Employer Obligations

Employer shall



(i) adhere to the term conditions describe herein this agreement including but not limited the guidelines and requirements for program set-up, employee enrollment, management of the program,

(ii) cooperate with EBLLC with enrollment and facilitating the Program and in educating employees regarding the Program in the territory serviced by the Program, including without limitation, distributing to such employees literature provided by EBLLC pertaining to the Program, (ii) promptly report to EBLLC any errors or problems which come to its attention regarding EBLLC's performance, including a description in reasonable detail of any errors or problems,

(iii) make all payments for amount of "Transit Media" ordered and administration fees and fees as detailed below and

(iv) accurately maintain the employee eligibility roster / details with employee addresses and required Personal Information, office locations, as well as reporting new eligible employees and terminations in the required time frames established by EBLLC.

(5) Per Active Employee Per Month Fee

- A. Employer shall pay EBLLC a Per Active Employee Per Month Fee of \$5.00 ; subject to a minimum of 5 participants with minimum monthly billing of \$25.00 per month. "Active Employee" means an employee that has an Election/Order, and/or has an active benefit card, and/or has an account balance for any given month. EBLLC reserves the right to increase PEPM fees upon renewal of this Agreement through mutual agreement with Employer.
- a. Any Employee terminated with a card balance remaining, their cards will be closed after 90 days and they shall be counted as an Active Employee for a period of 90 days after the date of termination.
 - b. Any Employee who has been terminated and does not have a card balance, their card will be closed after 30 days and they shall be counted as an Active employee for a period of 30 days from the date of termination.
- B. Pricing Revision: Pricing will be fixed for the first 12 months. Contract pricing will be automatically increased annually using the CPI index as a base plus 2%. If CPI Index for previous year is negative, pricing will automatically be increased by 2%.

(6) Payment Terms:

EBLLC shall make available to Employer two calendar days after the Cutoff Date for that applicable Benefit Period an invoice / funding report for the administration fee and the Benefit Value for such Benefit Period based on the order file for Employer's participating employees for such Benefit Period. A minimum of 5 (five) participant monthly administration fee will apply. EBLLC will pull the money via ACH on the fifteenth calendar day of the month preceding such Benefit Period. Employer shall take all action needed to enable EBLLC to effect such ACH payments. The Benefit Services will not be provided in any Benefit Period unless full payment of the invoice issued for such Benefit Services for such Benefit Period has been received by EBLLC. In case if the Customer account is de-activated, the employees of those Customers will have to re-submit their future orders. For any ACH Returns the Employer would be charged an ACH Return Charge of \$ 35.00 and the Employer account would be deactivated until all past dues are settled. Employer hereby authorizes EBLLC to originate ACH (automated clearing house) transfer entries from its bank account. Employer understands that this authorization will remain in effect until the debt for orders placed is fully discharged or it is canceled in writing whichever comes first. Employer agrees to notify EBLLC in writing of any changes in its account



information or termination of this authorization at least 15 days prior to the next billing date. Employer confirms that the above business bank account is enabled for ACH transactions and agrees to reimburse EBLLC for all penalties and fees incurred as a result of Employer's bank rejecting ACH debits or credits as a result of the account not being properly configured for ACH transactions. Employer further agrees not to dispute these transactions with its bank provided the transactions correspond to the terms indicated in this authorization form. Employer acknowledges that the origination of ACH transactions to its account will comply with the provisions of U.S. law. Both parties agree to be bound by NACHA Operating Rules and agree to provide any additional information to other party to ensure that parties are in compliance with NACHA Rules. Both Parties agree that this agreement can be terminated by other Party for breach of any NACHA Rules.

(7) Term

The term of this Agreement will remain in full force and effect while you use this website and/or have an Employer account that has not been deactivated.

(8) Employer Liaison

The Employer Liaison who accesses this account and hereby confirms that by accepting this terms and conditions of use, they are authorized to act on behalf of Employer in connection with all matters pertaining to this Terms and Conditions of Use of this Program and EBLLC can rely on their decisions as representing the decisions of the Employer in connection with this Terms and Conditions of Use and the Program.

(9) Change Request

Employer may request for the terms of this Agreement or services being provided be changed by making a Change Request using the form as referenced and attached to this Agreement as Exhibit A. Any changes agreed to between EBLLC and Employer will become immediately part of this Agreement upon execution of Change Request.

(10) General Provisions

A. Employer shall maintain in strict confidence and not disclose to any other person or entity or otherwise use (other than for its program for which the transit media, parking and bicycling products are provided under this Agreement) any information relating to EBLLC (including without limitation, any Personal Information or other confidential or proprietary information) which may be disclosed to Employer. Employer acknowledges and agrees that its purchase of the Benefit Services does not grant it any property right, interest, license or right to use any confidential or proprietary information, technology system or concept of EBLLC. Without limiting the foregoing, Employer shall maintain in strict confidence and not disclose to any other person or entity or otherwise use any EBLLC confidential or proprietary information which may be disclosed to Employer in connection with this agreement or the performance of services hereunder. Further, Employer shall maintain a secure system environment with appropriate security control measures, including but not limited to encryption of electronic data to the extent technically feasible, and will not disclose knowingly to any third party client information of a confidential nature, including specific information of any employee of EBLLC.

B. EBLLC is hereby authorized to include Employer on a list of entities using EBLLC's services and to use such list in promotion, marketing or advertising which EBLLC may in its discretion publish or distribute, provided EBLLC shall not in so using such list inaccurately depict Employer's



relationship with EBLLC or indicate Employer's endorsement of EBLLC or its products or services. EBLLC, if required by any Banking regulations, is hereby authorized to provide Employer Name, Address, Tax-ID # and such other necessary details, to its Sponsor Bank.

- C. EBLLC shall not be liable for any delays in delivery or any failure of EBLLC to perform its obligations due to causes beyond EBLLC's reasonable control, including without limitation, the elements, acts of God, delays in transportation, labor difficulties, interruption of communications or power, delays of delivery of supplies, delays in delivery of transit media supplied by other entities, civil disturbances, natural disasters or any other cause beyond the reasonable control of EBLLC. EBLLC will also not be liable for any credit / replacement of vouchers that have been dispatched by US Mail but have been lost in transit and / or non-delivered to Employees addresses.
- D. Employer shall be responsible for any state, local or federal taxes in the nature of sales taxes or any other charges that are levied by Transit Agencies which may be applicable to this Agreement or any services or deliveries under it whether such tax is imposed now or later by the applicable taxing authority. Employer shall promptly pay EBLLC for any such taxes even though such taxes are not identified on this Agreement regardless of when it is determined that such taxes are applicable even if such determination is made after the delivery of the applicable services or products or after the termination of this Agreement.
- E. Employer shall inform all participating employees that the transit media, parking and bicycling products delivered pursuant to the Benefit Services are like cash and should be protected by those participating employees as those employees would protect cash. Each such employee shall be informed that, EBLLC shall not refund or credit any participating employee, and EBLLC shall not refund or credit Employer, for any transit or parking or biking product delivered hereunder which is subsequently lost or otherwise unavailable for use. Employer shall further inform each participating employee that vouchers that are expired may not be used and shall have no value and that the validity of other transit media, parking or bicycling products delivered hereunder is subject to expiration dates and/or time frames and terms of use provided by the applicable entity issuing such transit media or parking product.
- F. EBLLC is not providing Employer any legal advice and, accordingly, EBLLC undertakes no responsibility or liability regarding whether the Benefit Services as implemented by Employer is in compliance with the requirements of Section 132(f) of Internal Revenue Service. . EBLLC expressly recommends that Employer obtain the advice of legal counsel with respect to such compliance.
- G. EBLLC WARRANTS TITLE TO TRANSIT MEDIA, PARKING AND BICYCLING PRODUCT DELIVERED BY EBLLC PURSUANT TO THIS AGREEMENT. OTHERWISE, EBLLC MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES. WITHOUT LIMITING THE FOREGOING, EBLLC MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES AS TO MERCHANTABILITY OR THE FITNESS OF ANY TRANSIT MEDIA, PARKING AND BICYCLING PRODUCT DELIVERED PURSUANT TO THIS AGREEMENT FOR ANY PARTICULAR PURPOSE. ANY SUCH WARRANTY, REPRESENTATION OR GUARANTEE SHALL BE THE RESPONSIBILITY OF THE ISSUER OF THE APPLICABLE TRANSIT MEDIA.
- H. Employer acknowledges and agrees, and shall inform all participating employees, that this Agreement is exclusively between EBLLC and Employer and that EBLLC has no direct obligations to Employees and no third party beneficiary liability to anyone, including without limitation, participating



employees. Employer agrees to indemnify, defend and hold harmless EBLLC, its affiliates, and their respective officers, directors, shareholders, employees and agents against all such third party claims, and causes of action.

- I. Notwithstanding anything to the contrary contained herein, the parties agree that:
- a. “Personal Information for purposes of this Agreement means information that identifies, relates to, or describes an individual. EBLLC will only collect, store, use and disclose Personal Information of Employer’s employees for purposes of providing the Benefit Services, in accordance with this Agreement. Employer shall provide only the Personal Information to EBLLC that is necessary for EBLLC to provide the Benefit Services, and no other Personal Information about Employer’s employees. EBLLC shall have no liability, obligation or responsibility to any Employer, any employees of any Employer, or any other party with respect to any identification, records, documents, Personal Information or other confidential information that is given or made available to EBLLC, other than such information required to be provided to EBLLC to provide the Benefit Services, a current list of which is set forth in Section 2.A above, which may be amended from time-to-time by mutual agreement of the parties. All identification, records, documents, Personal Information or confidential information that is not required to be given to EBLLC pursuant to Agreement, is collectively referred to herein as “Other Information”,
 - b. Employer is prohibited from providing “Other Information” to EBLLC unless mutually agreed-upon by EBLLC and Employer in writing, including but not limited to, Social Security numbers of its employees;
 - c. Employer represents and warrants that it has obtained all necessary consents or otherwise has the right to disclose Employee Personal Information to, or to cause such Employee Personal Information to be stored by, EBLLC, and that EBLLC’ processing of the Employee Personal Information in the performance of this Agreement shall not violate the rights of such Employees or any third party;
 - d. Employer grants permission to EBLLC to use the Employee Personal Information as necessary to provide the Benefit Services in accordance with this Agreement. EBLLC may collect, store and use anonymized Employee Personal Information and information from the administration of the Benefit Services in order to improve EBLLC’ business operations and its products and services.
 - e. EBLLC reserves the right at all times to disclose any information, including Employee Personal Information, as necessary to satisfy any law, regulation, legal process or governmental request.
 - f. In addition to subsection e, EBLLC reserves the right to disclose or transfer Employee Personal Information to any affiliate of EBLLC that is located domestically in the United States.
 - f. Employer shall indemnify and hold EBLLC and EBLLC’s members, managers, directors, officers, affiliates, agents, employees, representatives, successors and assigns harmless from and against any and all losses, damages, expenses (including legal costs and expenses), penalties, injuries, claims, actions or suits of any kind or nature, in contract or tort, however arising from any cause whatsoever arising from or related to EBLLC any claims arising from any action by EBLLC in strict accordance with instructions received from the Employer with respect to the processing of Employee Personal Information, or in accordance with this Agreement. The provisions of Section 8.I of this agreement shall survive any expiration or termination of this agreement.
- J. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EBLLC’S EXCLUSIVE LIABILITY IF ANY TO EMPLOYER REGARDLESS OF THE FORM OF ACTION, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT OR ANY OTHER THEORY OF LAW SHALL BE LIMITED TO DIRECT DAMAGE (EXPRESSLY EXCLUDING ANY AND



ALL SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE) AND SHALL IN NO EVENT EXCEED IN AMOUNT OF 1 MONTH OF THE FEES PAID BY EMPLOYER TO EBLLC UNDER THIS AGREEMENT. Employer hereby acknowledges that the limitations of liability set forth in these Terms and Conditions of Use represent the allocation of risk of failure between Employer and EBLLC as reflected in the pricing of this Agreement and is an essential element of the basis for the bargain between Employer and EBLLC.

- K. Any claim not presented by Employer within one year from the date on which Employer discovered or reasonably should have discovered such claim shall be deemed waived. Furthermore, no action, regardless of form relating in any way to performance or nonperformance of EBLLC under this Agreement, may be brought by Employer more than one year after the termination or expiration of this Agreement.
- L. This Agreement may not be assigned, sublicensed or otherwise conveyed or transferred by either Employer or EBLLC to any other person or entity, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that EBLLC shall have the right to assign its rights and obligations under this Agreement to an affiliate of EBLLC without the consent of Employer.
- M. The parties shall have the relationship for purposes of the Program of independent contractors and, accordingly, neither party shall have the authority to bind the other party.
- N. In the event of a breach of any provision of this Agreement by either party, the other party in addition to any other remedy it may have shall be entitled to recover reasonable attorney's fees and expenses incurred as a result of such breach.
- O. Neither party has received or been offered any illegal or improper payment, bribe, kickback, or anything of value, from an employee or agent of the other party in connection with this Agreement, nor has either party received or been offered any of the foregoing as an unlawful or improper means of obtaining business in connection with this Agreement.
- P. All legal communications, including notices, shall be effective upon delivery personally or by overnight courier to the address of the recipient stated in the Specifications Section or to such other address as the recipient may subsequently designate by notice.
- Q. This Agreement, together with our Privacy Policy, sets forth the entire agreement between Employer and EBLLC with respect to its subject matter and the parties are not bound by any understandings, agreements or other writings with respect to this subject matter otherwise than as expressly set forth in this Agreement. This Agreement may not be terminated (other than as stated expressly in this Agreement) or changed except by a writing signed by both parties. No waiver of any of the provisions of this Agreement shall be effective unless evidenced by a writing signed by the party charged with such waiver and any such waiver shall be strictly limited to the terms of such writing. This Agreement shall be binding upon and benefit the successors and permitted assigns of each party. No representations or warranties other than as may be expressly stated in this Agreement have been made in induce either party to enter into it. This Agreement shall be deemed made in the Commonwealth of Massachusetts and shall be construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles. Furthermore, Employer hereby agrees not to institute any litigation or other proceeding pertaining to this Agreement or EBLLC's performance of the Benefit Services, except within the Commonwealth of Massachusetts and agrees not to contest the jurisdiction



and venue of any court in the Commonwealth of Massachusetts with respect to any action commenced by EBLLC in connection with this Agreement.