



Revela Terms of Use

Please read this agreement carefully before using this website.

1) General

These terms and conditions (“Agreement”) are offered by Revela, and any user of this website (“Site”) who uses the Site in connection with any organization or contractual arrangement between Revela and any organization or group (each user is hereby referred to as a “Member”). Revela provides this Site and all related products and services subject to your compliance with the terms and conditions set forth in this Agreement. This Agreement governs the relationship between Revela and each Member with respect to each Member’s use of the Site, any Member accounts and Member interaction or relationship with Revela. These terms and conditions do not govern or affect the legal relationship between Revela and any Organization, as such legal relationship is governed by a separate contract. It is important that you read carefully and understand the terms and conditions of this Agreement. By using the Site, you agree to be bound by this Agreement. If you do not agree to these terms and conditions, please do not use the Site. In this Agreement, “you” and “your” refer to any Member and any individual authorized by the Member to use such Member’s account, and “we”, “us”, and “our” refer to Revela.

2) Appointment of Agent

It is hereby acknowledged that you have appointed and designated Revela as an agent, to act on your behalf and for your benefit, in accordance with these terms and conditions, and Revela accepts such appointment. To the extent that Revela holds any funds that have been collected or withdrawn from your payment account(s), Revela shall transfer those funds to your designated organization’s account, and Revela shall have no right, title or interest in such funds.

3) Services

a) Revela offers dues and fee management services (“Services”) to Members who are members of an Organization. After each applicable Organization and all of its members complete the Revela membership registration process (“Registration”) collect money from such Member’s personal cash account (“Payment Account”), as specified and authorized by such Member, and use such money to pay, on such Member’s behalf, any bills we are authorized to pay to each Member’s Organization. You must use your individual member ID and password (collectively, “Code”) used each time you access the Site or utilize the Services.

b) On dates your organization specifies (“Payment Dates”), we will collect from your Payment Account the amount of money that you specify that you want us to deposit to your Organization on your behalf (“Payment Amount”). We will deposit your payment(s) into your respective organization’s Revela account In order for us to perform the Services on your behalf, in addition to the other terms and conditions set forth in this Agreement, you must have the Payment Amount available in your Payment Account in readily available funds on the Payment Due Date.

4) Establishment of Agency Accounts

a) From time to time Revela will collect money from you in connection with the Services. Revela shall place these funds in one or more accounts with financial institutions chosen by Revela ("Agency Accounts"). Such accounts will be in the name of Revela as agent for you and shall remain your sole property subject to the rights of Revela set forth in these terms and conditions. Revela agrees to serve as agent, having only possession of such funds except to the extent it is authorized by these terms and conditions or any other agreement you have entered into with us to retain any of such funds. Revela acknowledges and further agrees that, except for (a) the interest and earnings on the funds held in the Agency Accounts, and (b) fees, expenses and other amounts Revela is entitled to under any other agreement you have entered into with us, all funds held in the Agency Accounts are held for the exclusive benefit of you and other customers, and that Revela and/or its creditors have no interest, vested, contingent or otherwise, in the funds held in such accounts

b) Revela hereby agrees to hold, safeguard and disburse your funds pursuant to these terms and conditions and any other agreement with the Organization. Revela may manage such funds in a manner so as to maximize the earnings and interest on such funds to which it is entitled. All interest and earnings on the Agency Accounts may be retained by Revela.

5) Registration

a) Registration Information . To open an Account, Members must first complete Registration. During Registration, you will be asked to provide certain personal information, including, without limitation, your name, address, telephone number and email address (collectively, "Registration Information"). When you register to become a Member, you agree to: (1) provide accurate, current and complete Registration Information as prompted by our registration form; (2) maintain and promptly update your Registration Information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to not allow you to Register or to terminate your membership with Revela and/or your use of the Site.

b) Individual Member ID and Password. After Registration, you will have the ability to select an individual member ID and Password. The member ID will allow access to your information. Note: no other member's personal bank account or credit card information can be accessed with a member ID except that member. We may refuse to grant you a Code that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, is currently used by another Member, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your Code and agree not to transfer or resell your Code or use of, or access to, the Site to any third party. If you have reason to believe that your Account with us is no longer secure, you must promptly change your Code by visiting the Site and immediately notify us of the problem by emailing us at support@revela.co. You are entirely responsible for maintaining the confidentiality of your Code and for any and all activities including payments, as applicable, that are conducted using your Code.

6) Service Charges

Service charges will not be charged directly to any Member. All fees payable to Revela in connection with the Services shall be covered by the organization or in a contract between Revela and such Member's applicable Organization. Transactional fees such as returned payment fees and late fees are the responsibility of the member.

7) Honoring Instructions; Account Balance.

We will honor your instructions for payment to your organization only when you have complied with this Agreement. We will be under no obligation to honor, either in whole or in part, any payment instruction that (1) exceeds your available funds in your Payment Account; (2) is not in accordance with any condition indicated by you and agreed to by us; (3) we have reason to believe may not be authorized by you; (4) involves funds subject to a hold, dispute or legal process preventing their withdrawal from the designated account or accounts; (5) would violate any law, rule or regulation applicable to our service or to you or your bank; (6) is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (7) for our protection or yours.

8) Confirmation of Preauthorized Transfers; Stop Payments.

You may stop payment on your Payment Amount from your Payment Account by notifying us orally or in writing at least three (3) business days before the Payment Date of the transfer from your Payment Account to us. We may require you to give us written confirmation of a stop-payment order within fourteen (14) days of an oral notification. An oral stop-payment order may cease to be binding after fourteen (14) days if you fail to provide a required written confirmation.

9) Erroneous Instructions.

If we receive a payment instruction from you or from use of your Code, and the instruction is erroneous in any way, we shall have no obligation or liability for the error, except as provided by law, including any fees or charges that you may owe as a result of such error, provided that we have acted as instructed by you and in accordance with applicable laws.

10) Transaction Limitations.

a) Please be aware that certain types of bank accounts have limits on the numbers of transfers or withdrawals that may be made within a specified time period. Your bank may refuse transfers which would exceed such limits, we recommend you check with your bank to determine what limitations are imposed on withdrawals from any Payment Account. If we are not able to obtain the Payment Amount from your Payment Account, we will not make the payments you have requested and will not be held liable for any costs, damages, etc. caused by the failure to make the payments. We have no obligation to try to obtain the Payment Amount from your Payment Account more than once in any thirty (30) day period.

11) Cutoff Hours.

If we receive payment instructions, bill amounts and send dates from you on or before 4:00 p.m. eastern standard time we will issue the payment on that business day. If we receive a bill amount and send date from you at a time which is after the 4:00 p.m. eastern standard cutoff time the payment will be issued the next business day.

12) Links to other web sites.

The Site contains links to other Internet web sites which may or may not be owned or operated by Revela. Revela has not reviewed all of the web sites that are linked to the Site, and Revela has no control over such sites. Unless otherwise explicitly stated, Revela is not responsible for the content of such web sites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that Revela offers such links does not indicate any approval or endorsement of any material contained on any linked site. Revela is providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the

terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of such items as viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

13) Ownership and Restrictions on Use.

a) Ownership of the Site and the Materials. The Site is owned and operated by Revela in conjunction with others pursuant to contractual arrangements, and any materials provided on the Site, including the Site itself, and any intellectual property and other rights relating thereto, (collectively the "Materials") are and will remain the property of Revela and its licensors and suppliers. The Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. You may not copy, reproduce, republish, upload, post, transmit or distribute Materials or other content or information available on or through the Site in any way without our prior written permission. The Materials may be used solely to the extent necessary for your authorized use of the Site, as provided in this Agreement or as expressly authorized in writing by Revela or, if so indicated in writing by Revela, its licensors or suppliers. Modification of the Materials or use of the Materials for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site or the Materials.

b) Ownership of the Service Marks and Trademarks. The trademarks, logos, and service marks displayed on the Site (collectively the "Trademarks") are the registered and unregistered trademarks of Revela, Revela's licensors and suppliers and others. The Trademarks owned by Revela, whether registered or unregistered, may not be used in connection with any product or service that is not Revela's, in any manner that is likely to cause confusion with customers, or in any manner that disparages Revela. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of Revela, Revela's licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Revela will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

14) Electronic Disclosures.

We are required to provide you with certain disclosures and notices, which are mandated by various laws and rules. You agree to receive all such disclosures electronically, which in most cases will be done at the Site. If for any reason you do not wish to receive your disclosures electronically, please advise us immediately. Please note, however, that if you decline to receive your disclosures electronically, we may choose to terminate your service.

15) Your Responsibility.

a) You agree to regularly and promptly review and verify all transactions either at the Site or through the monthly statements received from your bank holding your linked payment account(s). Tell your financial institution and us immediately if you believe your member ID and password have been lost or stolen to minimize your liability.

b) Also, if your bank statement shows transactions by us that you did not authorize, tell your financial institution and us at once to minimize your liability.

c) While using the Site, Materials and/or Software, you agree to comply with all applicable laws, rules and regulations.

d) Fees charged to your Revela account are your responsibility. Further, you acknowledge that you are solely responsible for said fees charged by your organization, and that all fees are due on the date set by your organization, regardless of receipt of billing email notifications.

e) While using the Site, Materials and/or Software, you agree not to:

- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of “hacking” or defacing any portion of the Site;
- Use the Site, Materials or any Revela software (“Software”) for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Software;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site, Materials or Software;
- “Frame” or “mirror” any part of the Site without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents; or
- Harvest or collect information about Site visitors or members without their express consent.

16) Our Liability.

a) Our Liability. We will NOT be liable when:

- Email communications, including but not limited to electronic bills, are not received due to limitations and/or blocks imposed by your email service.

- Through no fault of ours, your linked account does not contain sufficient available funds for us to debit the account in the amount agreed.
- The Site or other system was not working properly and you knew, or should have known, about the problem when you authorized the payment.
- Circumstances beyond our control (such as fire, flood, computer breakdown or problems with a telephone line) prevent or impede the transaction, despite reasonable precautions we have taken.
- The funds in your linked account are subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting transfers at the time we attempt to debit your account.
- The information you or your Organization have supplied to us is incorrect, incomplete or not timely.

b) Limitation of Liability . NEITHER Revela NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, OR ADVERTISERS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE, THE SOFTWARE, ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS, SOFTWARE OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS, SOFTWARE OR LINKED SITE, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF Revela FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT THAT WOULD HAVE BEEN PAID BY YOU IF YOU USED THE SITE AND THE SERVICES,.

17) Indemnification

You agree to indemnify, defend and hold Revela, our affiliates, licensors, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement; (b) any allegation that any materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site.

18) Questions and Disputes.

a) ALL QUESTIONS AND DISPUTES ABOUT Revela TRANSACTIONS MUST BE DIRECTED TO US (Revela, INC) AND TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR ACCOUNT.

b) We will not mail you a written statement listing transactions made from your linked account involving your username and password, but such information will be available at the Site. If you have any questions about a transaction call us at (586) 214-5550 or email us at support@revela.co, or write us at

Revela
1442 Brush Street, Floor 2
Detroit, MI 48226

c) IF YOUR MEMBER ID OR PASSWORD IS LOST OR STOLEN, NOTIFY US AT ONCE by calling or emailing us at the phone number or address stated above, Also, notify us and your financial institution as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than ninety (90) days after the bank sent you the FIRST statement on which the problem or error appeared. You must tell us your name and account number. In addition, you must describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. You also must tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

d) We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your linked account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

e) If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

19) Termination.

a) We reserve the right to terminate your Service at any time with cause. "Cause" shall mean (1) any breach of this Agreement by you; (2) any act or omission of any Member which Revela reasonably believes could be detrimental to Revela and its business; (3) we have reason to believe there has been or may be an unauthorized use of your username and password, your linked accounts, or our service; or (4) there are conflicting claims to the funds in your linked accounts.

b) We reserve the right at any time to (1) change the terms and conditions of this Agreement; or (2) change the Site, including eliminating or discontinuing any content on or feature of the Site.

c) Any changes we make will be effective immediately, which we may provide by means including, without limitation, posting on the Site, electronic mail, or postal mail. Your continued use of the Site following such changes will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

d) Please note that if you or another party asks us to terminate your Service, or your linked accounts are closed for any reason, you will remain liable for transactions previously authorized.

20) Access By Minors.

We do not intentionally target minors.

21) Jurisdictional Issues.

a) The Site is solely directed to individuals residing in the United States. We make no representation that Materials available on or through the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Software is further subject to United States export controls.

b) We reserve the right to limit the availability of the Site and/or the provision of any service, program, film or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service, program, film or other product that we provide.

22) Disclaimers.

a) THE SITE, THE MATERIALS ON THE SITE, ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE AND THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Revela AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. Revela AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE OR THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF Revela OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE, IN THE SOFTWARE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

b) A possibility exists that the Site or Materials could include inaccuracies or errors, or information or materials that violate this Agreement. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site or Materials. Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please contact us at support@revela.co with, if possible, a description of the material to be checked and the location (URL) where such material can be

found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable.

23) Questions.

The Site is provided by Revela. If you have any questions, comments or complaints regarding this Agreement or the Site, feel free to contact us at support@revela.co.

24) Notice for California Users.

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

25) Miscellaneous.

a) **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in Michigan, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

b) **Severable.** If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

c) **Entire Agreement.** This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. Any contractual arrangement between Revela and the Organization is separate from this Agreement and shall not modify this Agreement.

d) **Assignments.** This Agreement is not assignable, transferable or sublicense able by you except with Revela's prior written consent.

e) **No Waiver.** If we fail to enforce any of our rights under this Agreement or applicable laws, it shall not be deemed to constitute a waiver of such right. If any provision of these documents is found by a court to be invalid, then the remaining terms and conditions shall remain in full force and effect.

f) **Headings.** Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

g) In order to use the payment functionality of Revela's application, you must open a "White Label" account provided by Dwolla, Inc. ("Dwolla") and you must accept the Dwolla Terms of Service and Privacy Policy. Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize Revela to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through Revela's application, and Dwolla account will be sent by Revela, not Dwolla. Revela will provide customer support for

your Dwolla account activity, and can be reached at revela.co, support@revela.co, or (586) 214-5550.

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Thank you for using Revela!