Payment Services Terms

Last Revision Date: March 26, 2026

1. Payment Services.

Koverly Inc. (“Koverly”) provides services that generally enable businesses (“Payors,” “You,” or “Yours”) to transmit payments for commercial purposes to business recipients (“Recipients”), including Recipients who do not accept a Payor’s preferred payment method (the “Payment Services”). Payors may capture a Recipient invoice using their mobile device, upload an invoice electronically, import an invoice from various accounting software, or enter in invoice details manually. Such information may be used to generate a bill, which can then be synced with various accounting software.

Koverly may also partner with Recipients to facilitate their receipt of funds and crediting of customer accounts. Recipients may generate and upload invoices through the Payment Services to request payment from Payors, Recipients may request payment from Payors without uploading invoices, and Recipients may also request payment from Payors that have not registered for Koverly’s Payment Services.

For access to and use of the Payment Services, Koverly may charge Payors fees (the “Fees”) at the time of payment submission.

By using the Payment Services, you consent and agree to be bound by and comply with these Terms and to be subject to the Koverly Terms of Service, including the Arbitration Agreement and class action waiver set forth therein.

2. Payment and Disbursement Methods.

2.1. Your Existing Payment Method Terms.

All usage of your Payment Method (as defined in the Koverly Terms of Service) associated to payments submitted via the Payment Services are subject to existing terms for your Payment Method, including any relevant credit or transactional limits, credit and interest terms, and rewards programs set forth by the providers of those Payment Methods. Where applicable, Koverly (and to the extent applicable, the Banks) retains all rights and authority for the treatment of your Payment Methods, which may supersede your Payment Method’s program terms. For example, Koverly may impose a transactional limit on your Payment Method for payments via the Payment Services, which may be a lower value than the amount allowed by your program.

Payments may only be made to U.S. Payment Methods. We may, in our sole discretion, impose limits on the size, frequency, and timing of payments sent through the Payment Services, on a per transaction or a cumulative basis, and change those limits at any time.

2.2. Restrictions on Payment Methods.

To prevent fraud and comply with legal obligations, Koverly may put your Payment Method on hold for review. If you do not cooperate with the review process, your payment may be delayed or declined. Koverly reserves the right to limit or refuse your use of a particular Payment Method for any reason in our sole discretion.

2.3 Disbursement Methods.

Subject to availability, Koverly enables Payors to transmit payments through its financial institution partners to Recipients via paper check, electronic check, debit card, automated clearinghouse (“ACH”) transfer, wire transfer, or via virtual card number.

3. Fund Ownership.

Payments to Recipients (other than Fees owed to Koverly) do not pass into Koverly’s custody, control, or legal ownership at any time from payment initiation to successful delivery, including any subsequent refunds.

Koverly uses accounts established at several banks (the “Banks”) at Koverly’s request and held in the Banks’ name and for the benefit of customers of Koverly. You grant Koverly the right to instruct the Banks on the use of funds in the accounts, and authorize the Banks to process these instructions on your behalf, including to receive funds from you and to then send funds to your Recipient based on your instructions. The Banks process the transfer of all funds for the benefit of Koverly’s customers upon Koverly’s instructions. Koverly is not a money transmitter.

4. An Independent Third-Party.

Koverly is an independent, third-party service that is not formally affiliated with your Recipients. You acknowledge and agree that your use of the Services does not in any way constitute a tri-party agreement between you, Koverly, and your Recipients.

Accordingly, neither Koverly nor the Banks have responsibility nor will have liability for any consequences resulting from your interactions or contracts with Recipients, including but not limited to payment terms, the proper and timely delivery of goods or services, and any associated disputes which may arise. You further acknowledge that your use of the Payment Services does not alter or affect any Recipient payment terms including but not limited to deadlines, payment plans, late fees, and refunds. Neither Koverly nor the Banks endorse, recommend, or bear any responsibility or liability for any products, services or statements presented by Recipients.

Recipient statements and opinions are not representative of Koverly or its business partners.

5. Recipient Setup.

To use the Payment Services, a Payor may enter payment information for Recipients. The Payor must provide correct and current payment information for each Recipient as follows:

• For both check and electronic payments, the Payor must provide the Recipient name and remittance address.

• In addition, for electronic payments, the Payor must:

- Invite the Recipient to set up an account with Koverly by sending the Recipient an email invitation through the Payment Services;
- Input the Recipient's bank routing number and bank account number through the Payment Services;
- Input the Recipient's telephone number and email address; or
- Confirm existing Recipient details (if they have previously used the Payment Services and Koverly has retained such Recipient details).
- Any other information required by Koverly.

Please note that the ability to effect electronic payment to new Recipients will depend on the Recipient's willingness to provide Koverly and the Banks with its banking details. If the Recipient does not provide this information, neither Koverly nor the Banks will be able to complete your transaction electronically and Koverly or the Banks will send such Recipient a paper check.

You are responsible for verifying the accuracy of the foregoing Recipient information prior to scheduling payments, and neither Koverly nor the Banks will have liability for losses or damages due to your or your Recipient's actions or inactions. If you invite a Recipient to set up a Koverly account, it will take several business days to complete the verification process required to activate the account for electronic payments. If you input a Recipient's bank routing number and bank account number on behalf of a Recipient, you represent and warrant that you have obtained from the Recipient the authorizations set forth in section 4.6 of the Terms of Service.

Alternatively, a Payor may invite a Recipient to set up their own Koverly account and provide their appropriate payment information.

6. Making Payments Through the Payment Services.

6.1. Payment Submission. Payments can be submitted for immediate or future processing via the Payment Services. Payment submission requires at least the following to be specified:

• a Recipient;

• a Payment Method;

• a payment amount; and

• your invoice number.

Any or all of the above fields may be pre-filled for you. As further outlined in Koverly’s Privacy Policy, you agree to allow Koverly to share this information with your payment Recipient.

6.2. Payment Information. Koverly may require additional information from you at the time you submit a payment. This may include, but is not limited to, requesting additional documentation related to a specific payment or additional details regarding the designated Recipient.

6.3. Satisfactory Goods or Services. By submitting your payment for processing through the Payment Services, you agree that the goods or services provided by your Recipient in exchange for the payment (minus Fees) have already been rendered to your satisfaction. You hereby forfeit any future claims regarding insufficient or unexpected quality or untimely delivery of the goods and services provided, including Payment Services rendered by Koverly in exchange for your payment of fees.

6.4. Processing Payments.

Payments made through the Payment Services require sufficient time for your Recipient to receive your payment and credit your account accordingly. To make a payment, use the Payment Services to select the date (“Process Date”) on which the Banks will debit your Payment Method to pay a bill or an invoice. The Payment Services will indicate the earliest possible Process Date for each payment. The Banks will use commercially reasonable efforts to issue payment within one to two business days following the Process Date, depending on the size of the payment and subject to “payment review,” as described in Section 11 below.

You will be solely responsible for scheduling payments and selecting a Process Date for each payment that allows sufficient time for the payment to be delivered on or prior to the bill’s due date. Typically, it takes two (2) to three (3) full business days after the Process Date to post an electronic payment and five (5) full business days to deliver a check payment within the territorial United States by first class mail. Note, however, that the expected delivery time frame is a projected estimate based on Koverly’s historical performance for a given disbursement channel, and is subject to change.

Payments submitted for immediate processing will require successful Payment Method authorization at time of submission, while payments marked for future processing will require Payment Method authorization on the Process Date indicated for the payment. If a Payment Method fails to authorize, Koverly and the Banks will be unable to continue to process your payment, and Koverly will notify you via the Payment Services.

6.5. Scheduled Payments.

Payments may be submitted with a Process Date in the future (“Scheduled Payments”), but must be assigned to a Payment Method at time of submission which remains valid through the payment Process Date. The details of a Scheduled Payment, including associated Fees, are locked in at time of submission, except where noted otherwise.

Prior to its Process Date, a Scheduled Payment may be cancelled or edited via the Payment Services. Editing a Scheduled Payment is functionally treated as the deletion of the original Scheduled Payment and creation of a new Scheduled Payment, and accordingly may result in alterations not specifically requested including but not limited to recalculation of associated fees, and reiteration of any applicable payment review processes.

7. Payment Authorization.

7.1. General Payment Authorization.

By providing Koverly with the names and account information of Recipients to whom you wish to direct payments via the Payment Services, you authorize Koverly and the Banks to follow the payment instructions that are received from you. In order to process payments more efficiently and effectively, the Banks, at Koverly's instruction, may submit payments to the best known Recipient address. When necessary, the Banks, at Koverly's instruction, may alter payment data or data formats or change or reformat your Recipient account number to match the account number or format required by your Recipient for electronic payment processing.

When Koverly or the Banks receive a payment instruction, you authorize each such party to debit your Payment Method and remit funds on your behalf. You also authorize Koverly or the Banks to credit your Payment Method for payments returned by the Post Office or Recipient, or payments remitted to you on behalf of another authorized user of the Payment Services.

7.2. ACH Authorization. Where you choose to pay a Recipient via ACH through Koverly's Payment Services, you authorize Koverly or the Banks to debit your Payment Method in increments or as a lump sum and remit funds in accordance with your payment instructions through the ACH. You also give Koverly or the Banks the right to resubmit any ACH debit that is returned for insufficient or uncollected funds, or any other reason, until the transaction is completed in accordance with applicable network restrictions. You agree that payment transactions will be governed by and acknowledge you have a copy of or access to the current version of the rules established by NACHA, as in effect from time-to-time, under which you are and assume the responsibilities of an "Originator", Koverly is a "Third Party Sender," and the Banks are the "Originating Depository Financial Institutions." You are responsible for all claims, demands, losses, liabilities and expenses (including attorneys' fees and costs) that result directly or indirectly from your failure to perform your obligations under the NACHA rules and you indemnify Koverly and the Banks for the same.

8. Transaction Classification.

8.1. Cash Advances. Subject to applicable law and card network restrictions, Koverly will prepare and submit credit card authorizations for the Payment Services as purchases rather than cash advances. However, in some cases where Koverly does not have an existing relationship with the merchant, your credit card transactions may be treated by the relevant card network as a cash advance. If this is the case, we cannot support such payment. We will notify you prior to payment submission, and you may switch to a different card or opt out of the submitting the payment altogether.

8.2. Authorizations. Treatment of Koverly authorizations for the Payment Services is managed in the sole discretion of the issuing banks. You agree to not to hold Koverly or the Banks liable for any consequences resulting from issuer treatment of card authorizations, which may include but are not limited to cash advance fees, impacted reward program earnings, or altered credit programs and interest rate terms.

9. Payment Review.

9.1. Review. At any time post submission through the Payment Services, your payment may be subject to review, which serves to better understand the nature of and reason for your payment. During this review process and for any reason, Koverly or the Banks may place a temporary hold on the delivery of your payment for as long as reasonably required to conduct an appropriate inquiry regarding you, the Recipient, your business, a bill, payment history, and other relevant circumstances and factors.

9.2. Cooperation. You acknowledge that Koverly's ability to efficiently and effectively review your payment is reliant upon your cooperation, and you absolve Koverly and the Banks from any negative impacts to the delivery of your payment arising from delayed, incomplete, or insufficient responses to our inquiries.

9.3. Result of Payment Review. Depending on the results of this review, Koverly may instruct the Banks to clear the payment, reverse the payment, or hold the payment pending instructions from a government agency. Koverly also reserves the right to cancel any payment. In such cases and as permitted by applicable law, your funds will be returned to you via the original Payment Method, or if necessary via other means.

10. Returned Transactions.

Recipients or the United States Postal Service may return payments made via the Payment Services for various reasons such as, but not limited to, Recipient's forwarding address expired, invalid bank routing number, invalid bank account number, Recipient remittance address is not correct, Recipient is unable to identify an account, or a Recipient account is paid in full. In addition, a Recipient may refuse to accept a payment, and neither Koverly nor the Banks will have liability for any resulting loss or damage. Koverly will use commercially reasonable efforts to provide you with notice of returned payments and will offer you through the Payment Services the choice whether to void and credit or void and reissue the payments. You agree that neither Koverly nor the Banks shall have any liability for any such returned payments. Unless otherwise directed, Koverly will void such payments. You hereby authorize Koverly or the Banks to credit such payments to your Payment Method.

11. Insufficient Funds.

You agree at all times to maintain sufficient funds in your Payment Method to satisfy all obligations including returns, reversals, and associated fees, and to add funds immediately if Koverly notifies you that your funds are insufficient. Without limiting any other available remedies, if any payment initiated from your Payment Method is returned because of insufficient funds, you must reimburse Koverly (or to the extent applicable, the Banks) for any corresponding payment amount immediately upon demand, plus exceptions processing fees, plus any bank fees, charges or penalties for return items. Koverly or the Banks also reserve the right to debit a Recipient's account for money paid to the Recipient on your behalf if your payment is returned because of insufficient funds or any other reason. Each of Koverly and the Banks reserves the right to withhold funds from a payment to a Recipient if the Payor has an outstanding balance with Koverly. You shall be solely responsible for all penalties, interest charges, late payment fees and service fees resulting from such a debit to the Recipient.

12. Payment Cancellation Requests.

Scheduled Payments may be cancelled, rescheduled or modified by following the directions through the Payment Services. There is no charge for canceling, rescheduling or modifying a payment before it is processed. However, once Koverly or the Banks have begun processing a payment, it cannot be cancelled, rescheduled or modified, and you must submit a stop payment request.

13. Chargebacks.

In the event that Payor initiate a chargeback, clawback, ACH return, or similar dispute for a payment that has already been transmitted to the Recipient via the Payment Services, Payor agrees to assign to Koverly any claims against the Recipient associated with such chargeback, clawback, ACH return, or similar dispute and to cooperate with Koverly in the resolution of such occurrence. Payor further agree that Koverly may contact the Recipient directly to request reimbursement for any payment that has been transmitted to the Recipient and for which Payor has initiated a chargeback, clawback, or ACH return.

In the event that Koverly receives a chargeback, clawback or ACH return, Recipient authorizes Koverly to debit Recipient's default Payment Method for the amount of the chargeback plus any associated fees or to withhold funds from future distributions.

14. Stop Payment Requests.

Koverly's ability to process a stop payment request via the Payment Services depends on the Payment Method and whether or not a check has been cleared. Koverly and the Banks must have a reasonable opportunity to act on any stop payment request after a payment has been processed. You must contact Koverly to stop any payment that has already been processed. Although Koverly will use commercially reasonable efforts to accommodate stop payment requests, neither Koverly nor the Banks will have any liability for failing to do so. Stop payment requests will incur the charges set forth through the Payment Services.

15. Refunds.

15.1 Payment Refunds.

In certain situations following a payment submission via the Payment Services, you may request a refund by contacting Koverly at support@koverly.com. The availability of refunds and processes for their execution are dependent on the disbursement channels by which payments are delivered to Recipients. Koverly is unable to issue partial refunds.

Koverly is also unable to initiate refunds in cases where a Recipient has already received your payment. If this is the case, you should contact your Recipient directly to request a refund, pursuant to their payment terms.

In the event of a refund, Koverly will also refund a proportional amount of the Fees, less any unrecoverable costs Koverly or the Banks may incur. Principal refunds effected via clawback or chargeback mechanisms, however, will not result in a refund of the Fees, in whole or in part.

15.2. Refunds for Electronic Payments.

Koverly may refund electronic payments, including those delivered via electronic fund transfer, ACH and card network providers, prior to their disbursement.

15.3. Refunds for Check Payments.

Koverly may refund payments disbursed via check prior to their deposit by your Recipient. If Koverly has already sent a check, Koverly may place a “stop payment” request to ensure it cannot be deposited. In such cases, Koverly suggests that you contact your Recipient to let it know not to deposit the stopped check.

If your Recipient attempts to deposit a stopped check, it may be charged a fee from its bank for the exception, which it may attempt to assign to you. You accept the responsibility of notifying your Recipient to not deposit your check, and you agree not to hold Koverly or the Banks liable for any costs you may incur from your Recipient in such a case.

16. Fees.

16.1. Payment Services Fees.

You understand and agree that Koverly may charge Fees for access to and use of the Payment Services. Fees will be charged to your Payment Method, either in a separate transaction from any principal payments or in a single transaction including both amounts, depending on applicable rules.

Fees for immediately processed payments are charged in real-time upon submission. Fees for Scheduled Payments are locked in at time of submission and will be charged on the payment's Process Date. If a Scheduled Payment is edited prior to its Process Date, the applicable fee will be recalculated based on the presently defined rules.

16.2. Fee Updates.

Fees may vary depending upon factors and variables both which may or may not be controlled by Koverly. Fees are subject to change at any time without prior notice and are calculated in real time and presented to you during review of Payment Services, prior to submission or edit.

17. Applicable Taxes and Penalties.

17.1. Taxes. You are responsible for all, if any, applicable taxes arising from your use of the Payment Services. You are furthermore responsible for all fees, fines, penalties and other liability incurred by Koverly, yourself, or a third party caused by or arising out of your breach of these Terms, and/or your use of the Payment Services. You agree to reimburse Koverly or a third party for any and all such liability.

17.2. Collection of Funds Owed. In the event that you are liable for any amounts owed to Koverly or the Banks, you authorize Koverly (on its own behalf and on behalf of the Banks) to collect such amounts from your default Payment Method or other available Payment Methods. If you do not have sufficient funds available to fulfill such payment, Koverly (on its own behalf and on behalf of the Banks) may engage in collection efforts and/or other legal actions to recover such amounts from you.

18. Acceptable Use.

18.1. Restricted Payment Activities. You agree not to use the Payment Services for the following purposes:

- to send or receive money on behalf of, or for the benefit of, any entity other than the business on whose behalf you open an account;
- For unsupported transfers, including sending money to yourself or an entity in which you have control;
- not in direct exchange for a rendered good or service;
- for alimony or to escrow accounts;
- as a donation to an organization not classified as a registered charity;
- other than for legitimate payment purposes (e.g., to testor probe card behaviors). For unsupported goods and services, including
    - gambling and related activity (such as lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues, internet gaming, contests, sweepstakes, and games of chance);
    - unsupported debt types (such as credit card balances, uncollateralized loans, auto title loans);
    - certain investment accounts or to fund unsupported investments, including but not limited to 401(k) accounts, 403(b) plans, 457 plans, 529 plans, and IRAs;

    - products sold by online pharmacies;
    - pornography, obscene materials, and sexually-related or “adult” services;
    - weapons, munitions, gunpowder, fireworks, and other explosives;
    - gold, diamonds, precious metals and related goods or services;
    - toxic, flammable, and radioactive materials; or
    - other goods and services subject to government regulation.

In violation or potential violation of applicable law, regulation, rule, or legal interest, including:

- sending or receiving potentially fraudulent funds;
- in the course of any activity regulated by the Financial Crimes Enforcement Network or any other relevant regulatory body;
- infringement or potential infringement of any party’s copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- acting in a manner that could be defamatory, trade libelous, threatening or harassing;
- using your account or the Payment Services in violation of applicable payment network rules.

In a manner detrimental to our provision of the Payment Services, including

- the provision of outdated, false, inaccurate, or incomplete information;
- using any promotional or referral programs in a manner deemed abusive or against the intention of said programs;
- maintain or using multiple accounts;
- allowing other individuals to access or use your account;
- using an anonymizing proxy;
- using the Payment Services in a manner that results in or may result in complaints, disputes, claims, chargebacks, fees, fines, penalties and other liability to Koverly, a third party, or you;
- imposing unreasonable demands on our technical or personnel resources;
- facilitating viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- using any robot, spider, other automatic device, or manual process to access, monitor or copy our website without our prior written permission;
- using any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Payment Services;
- taking any action that may cause us to lose any of the services provided by our Recipients, payment processors, or other suppliers;
- reselling, re-skinning, or otherwise distributing our Payment Services;
- breaching these Terms or any other agreement or policy that you have agreed to with Koverly.

If you have a payment use case which is not explicitly mentioned above, and for which you would like to confirm support, please check with us by emailing support@koverly.com.

18.2. Remediation.

Koverly may request more information relating to your use of the Payment Services to seek to identify the restricted activities identified in Section 17.1 (“Restricted Activities”). You agree to cooperate in any investigation and to provide confirmation of your identity and any information you provide to us, as we may require.

If Koverly has reason to believe that you have engaged in any Restricted Activities or that you have used the Payment Services inappropriately, Koverly or the Banks (to the extent applicable) reserves the right to, in its sole discretion and at any time, take any or all of the following actions:

- Close, suspend, or limit your access to your account or the Payment Services;
- Hold, return, or reclaim funds;
- Update inaccurate information you provided to Koverly or third parties;
- Refuse to provide Payment Services to you or related parties in the future;
- Contact your bank or notify other Payors, Recipients, law enforcement, or impacted third parties of your actions;
- Take legal action against you.

When not otherwise obligated by regulatory or compliance considerations, Koverly will provide you with notice of any such actions.