



Payments Platform
Terms of Use and Service
Version 8.6.20

This Payments Platform Terms of Use and Service binds Users of the DragonFly Payments Platform (the “Platform”) to the terms and conditions herein below, as well as to DragonFly Terms of Use and Privacy Policy (Version 6.17.20) as such shall be revised or amended by DragonFly from time-to-time.

1. **Definitions.** As used herein, these terms are defined as follows:

ACH (Automated Clearing House) means a secure network through which banks, financial institutions and other persons transmit funds to others electronically.

Administrator means a person or position of leadership or responsibility within an organization.

Athlete means a person who is a member of a team or group participating in an Association, league, School or organizational activity.

Association means an organized body, league or entity that governs sanctioned athletic activities in a state, county, city or region (e.g. a State Athletic Association), or a body, entity or organization of individuals or persons (e.g. a State Athletic Officials Association).

Game Workers means any person who has been engaged by a User to provide personal services in connection with an athletic competition or other event.

Official means a person who is qualified and credentialed to officiate athlete competitions (e.g. a referee).

Participation Fee(s) means the charges, assessments, costs and/or prices established by a Team, School, Association or Organization for an Athlete or Student to take part in any particular activity. Participation Fees include charges for such items as: equipment; registration; purchases; spirit packs; athletic, class tuition or enrollment fees; deposits; lab fees; uniforms, field trip charges; meals; camps; transportation and travel expenses; and similar athletic and school related fees.

Payee means a Vendor, School, Association, Official or other person, organization or entity to whom payments of funds within a User’s DragonFly Cash Account may be directed.

Payment(s) means the transmission of funds out of a Cash Account.

Payment Authorizer means a person or persons who shall be designated by User to have access to User's Cash Accounts and to direct Payments and Transfers on behalf of User on the DragonFly Payments Platform.

Payor means a person who submits funds to a User or DragonFly which are to be credited to a User's Cash Account.

User means an Association, School, league, Athlete, Parent, Student or other person or entity who is authorized to use DragonFly services.

User's Private Bank Account means an account in a bank or financial institution that is established, owned and controlled by a User.

Vendor means a person or entity who is engaged to provide products and/or services to an Association, School, league, Athlete, Parent or other User.

School means a discretely identifiable unit within an educational system, where students attend for instruction, learning and/or participating in or on an athletic team club, group or other activity.

Student means an individual enrolled in a School, league or Association (a.k.a. – Participant).

Team means a group of individuals organized to participate in athletic or other School, league or Association activity or event.

Transfer means the transmission of funds into or out of a Cash Account, typically executed by ACH or credit card.

2. **Description of Services.** DragonFly's Payments Platform facilitates the secure electronic collection and deposit of funds from donations; designated Student and Participation Fees; dues; purchases and other revenue sources into a User's designated DragonFly Cash Account(s) which may be accessed and utilized exclusively by persons designated by DragonFly User to generate invoices and disburse electronic Payments and funds to the User's Vendors, Officials and Game Workers; Schools or Associations; User's Private Bank Accounts and other Payees or Payors. The Platform transactions can be downloaded to a User's accounting software to eliminate duplicate work and to make transactions efficient and cost effective for the User and its constituents. Additionally, the Payments Platform will allow issuance of Form 1099's to Payees.
3. **DragonFly Cash Accounts.** A User may establish any number of DragonFly Cash Accounts to serve its purposes and will provide instructions to DragonFly as to the person(s) who it authorizes to access each particular Cash Account established and the purpose for which access is allowed. DragonFly will administer the User's instructions concerning Cash Account access and transactional authority. User's shall remain solely responsible for the actions of its designated person(s) with respect to the User's Cash Account and agrees to indemnify and hold harmless DragonFly, its officers, employees and agents for any claims, losses or damages to itself or third parties in connection with Cash Account transactions

executed by it or its Payment Authorizer. Similarly, User’s agree to remain solely responsible for any chargebacks, refunds, taxes, Transaction Fees and negative balances in and from use of the Cash Account and will settle their account immediately upon receipt of an invoice from DragonFly. If a User’s cash account has a negative balance all deposits into the account will first go to cover the negative balance.

4. **Deposits to Cash Accounts.** Deposits to a User’s DragonFly Cash Account may be made by checks, ACH transfers and credit cards. Deposits originate from: (i) collections from Participants, Students, Athletes and/or their Parents, (ii) Schools, (iii) Associations, (iv) leagues; and (v) other organizations, which deposits shall be credited to the designated User’s Cash Account and all transactions therefrom will be recorded and organized for viewing by persons authorized by a User and may be downloaded into User’s accounting system software. Availability of deposits made by ACH transfers are subject to applicable waiting periods.
5. **Payments and Transfers from Cash Accounts.** Users (through their designated Payment Authorizer(s)) direct all Transfers and Payments from their Cash Account(s) electronically and shall remain solely responsible for the direction of such funds. DragonFly is obligated to facilitate such directed Payments and Transfers through its Payments Platform.
6. **Transaction Fees*.**

DragonFly reserves the right to modify our financial terms and transaction fees as needed. Current terms can be found at www.dragonflymax.com/payments. The following are accurate as of 8-6-2020.*

Movement of Funds to/from DragonFly Cash Accounts	Transaction Fee	Notes / Limits
Funding via ACH or Check	Free	We prefer ACH Funding Checks should be mailed to DragonFly
Drawing Via Electronic ACH	Free	Limited to 4 times each calendar month. \$5 charge for each withdrawal beyond 4.
Drawing Via Check Payout	\$25 per Payout	Checks a processed 1 time each week on Wednesday at DragonFly. Applicable mailing times apply.

Payment Type	Transaction Fee	Total Cost Per Payment
Payment from your pre-funded DragonFly Cash Account	Free	\$2 – The most cost-effective way to send a payment.
Payment with an ACH Transfer	2% of the transfer amount. \$2 minimum, \$5 maximum	\$2 + 2% of the payment amount. Your minimum cost will be \$4 and maximum cost will be \$7 per payment.
Payment with a credit card**	3.5% plus \$0.30 per transaction	\$2 + 3.5% of the payment amount + \$0.30

Notes

*Transaction Fees are correct as of 8/6/20 and are subject to change upon advance notification of User.

**Transaction Fees applicable to credit card Payments made by Payors to a School or Associations are charged to Payor unless otherwise directed by a School to be deducted from their receiving Cash Account / the transaction.

7. **User Authorization.** User hereby authorizes DragonFly to operate its Payments Platform in connection with the User’s Cash Account(s) as provided herein and to maintain records of Deposits, invoices, Transfers and Payments from the Cash Account to be provided to User for viewing and download into its accounting software. Additionally, User authorizes DragonFly to recognize and effect transactions in the Cash Account directed by its designated Payment Authorizer. Finally, User authorizes DragonFly to hold funds credited to User’s Cash Account(s) on deposit in a financial institution along with funds of other Users.

8. **User Obligations.** User hereby agrees to designate one or more persons to have access to User’s Cash Account(s) and to act as a contact person for DragonFly and a Payment Authorizer(s), and to promptly notify DragonFly whenever such designated persons are no longer authorized to represent User or access their Cash Account. Additionally, User shall remain obligated to pay all applicable Transaction Fees due DragonFly. User will fully cooperate with DragonFly in the administration of their Cash Account(s). User agrees that in using Payments Platform it will not:
 - (i) breach these Terms of Use and Service,
 - (ii) provide false, inaccurate or misleading information,
 - (iii) send or receive fraudulent funds, or
 - (iv) copy, alter or infringe on any intellectual property of DragonFly.

9. **Amendments.** User understands and agrees that these Terms of Use and Service may be changed, altered or amended by DragonFly from time to time and that it will post such current version of applicable Terms to the Payments Platform on the Platform.

10. **Termination.** A User may terminate its Cash Account at any time and sweep any funds therein to User's Private Bank Account, provided however that User shall remain responsible for payment of any Transaction Fees due to DragonFly.