

CARTA VENTURE CAPITAL

# Venture Capital Payment Terms and Conditions

This is an archived version of our Venture Capital Payment Terms and Conditions. View the [current version here](#).

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## **Effective Date: November 1, 2022**

These Venture Capital Payment Terms and Conditions (the “Payment Terms”) between you and eShares, Inc. DBA Carta, Inc. and its current or future affiliates (collectively, “Carta”) apply each time you use Carta’s Venture Capital products or services in connection with the payment transaction types described herein. “You” and “your” refer to the person giving this consent and to any individual or entity you are authorized to represent with respect to use of Carta’s products and services.

Your use of the Carta.com website is also governed by and subject to our [Terms of Service](#) and [Privacy Policy](#), as well as all other applicable terms, conditions, limitations, and requirements contained on the Carta website (carta.com), all of which (as may be changed or amended from time to time) are incorporated into these Payment Terms.

By electing to participate in any transaction (each, a “Transaction”) with your designated payment account (each, a “Payment Account”) using Carta’s products and services and by providing Carta with your desired payment instructions, you are requesting and authorizing Carta to act on your behalf as necessary to complete the Transaction.

instructions, regardless of whether any such instructions were in fact authorized by you.

Carta, in its sole discretion, may refuse the payment services described herein to anyone or any user without notice for any reason at any time.

## **1. Sending Payments from You to A Third Party Via Wire Transfer Initiated with Carta**

- a. Payment Authorization: Carta will set up a wire transaction on your behalf to a recipient designated by you (the “Recipient”). By providing Carta with instructions related to a Transaction, you authorize Carta to set up a wire transfer from your Payment Account for up to the total amount of funds required to complete the Transaction (the “Transaction Amount”), including all applicable taxes, fees, and costs as may be finally determined and approved by the Recipient.

You represent that the following information is accurate and has been reviewed by you: your Payment Account information you have provided to Carta, the Recipient wire instructions that have been provided to Carta by you or by another party on the Recipient’s behalf, the Transaction Amount, and any other Transaction details included in your instructions to Carta.

You shall enable only the permissions strictly necessary for Carta to set up wire transfers in your Payment Account. After Carta sets up a wire transfer in your Payment Account, you are solely responsible for approving and releasing the wire payment to the Recipient. Carta is not responsible for any wire transfers being automatically released due to your account settings with your financial institution.

b. Terms:

- i. You are responsible for ensuring that the wire transfer is initiated properly, is addressed properly, and bears appropriate wire instructions in exactly the form required by the Recipient’s financial institution for identification of the receiving account and the applicable Transaction.
- ii. Any erroneous, mismatched, or incomplete identifying information on a wire transfer may result in such wire transfer being rejected, lost, posted to an incorrect account, or returned to the originating financial institution without notice to you.
- iii. The Transaction associated with a wire transfer may not be completed until the Transaction Amount is received in full. If the Recipient does not receive the full Transaction Amount for a Transaction, including as a result of the

Carta is not responsible for any failure or completion of the transaction to the extent due to underfunding pursuant to your instructions regarding the Transaction Amount.

- iv. Any funds received by the Recipient may be held and retained by the Recipient, and Carta is unable to retrieve any funds after the wire transfer has been sent.
- v. Carta is not responsible for any delays in connection with the wire transfer resulting from your financial institution, the Recipient's financial institution, or any intermediary financial institution.
- vi. You are responsible for reviewing your Payment Account and your Carta account to confirm whether the wire transfer has been initiated, communicating directly with the Recipient to determine whether the wire transfer has been received by the Recipient, and knowing the funding status of your pending Transaction.
- vii. Carta is not responsible for any fees and taxes imposed by your financial institution, any intermediary financial institution, or any government in connection with a wire transfer from your Payment Account.
- viii. If funds are sent by wire transfer to the Recipient in a foreign currency different from the currency of your Payment Account, then your financial institution, the Recipient's financial institution, or any intermediary financial institution may apply the prevailing foreign currency exchange rate to convert such funds to the applicable currency. Carta is not responsible for (A) any changes in foreign currency exchange rates arising between your wire initiation request and the wire execution or (B) any changes in the amount of your wire transfer that may be attributable to any foreign currency conversion by any financial institution or intermediary financial institution. The Recipient's financial institution may reject these funds if your selected currency is not permitted by such financial institution, and Carta is not responsible for any such rejection.

## **2. Sending Payments from You to a Third Party Via ACH Transfer Initiated with Carta**

- a. Payment Authorization: If you have a valid automated clearinghouse ("ACH") enabled Payment Account, Carta will set up an ACH transfer on your behalf to a Recipient. By providing Carta with instructions related to a Transaction, you authorize Carta to initiate an ACH transfer to and/or from your Payment Account on your behalf up to the Transaction Amount designated in your instructions to

your payment account information you have provided to Carta, the Recipient's ACH payment information that has been provided to Carta by you or by another party on the Recipient's behalf, the Transaction Amount, and any other Transaction details included in your instructions to Carta.

You shall enable sufficient inbound and outbound ACH permissions for the Payment Account, including but not limited to ACH deposits and withdrawals, to use the Carta payments features.

- b. ACH Authorization: In accordance with and subject to the operating rules and regulations of the National Automated Clearinghouse Association, you authorize Carta to initiate ACH credit or debit entries from your Payment Account to withdraw from your Payment Account funds that you owe to a third party or conduct any other deposit or withdrawal transactions within the scope of the services provided by Carta.
- c. Payment Failures and Fees: You are solely responsible for monitoring and resolving any Transaction issues directly with your financial institution and the Recipient, including but not limited to: failed, rejected, returned, reversed, partial, or incomplete payments, payment disputes, and retrieval of funds.

You are solely responsible for any fees or penalties associated with such Transaction issues, including but not limited to: overdraft or insufficient funds fees, return fees, and any fees imposed by the Recipient.

If your full payment is not processed in a single transaction, you may be required to undergo partial debits from the Payment Account.

Carta is not responsible for any payment delay or failure resulting from the above issues.

- d. Terms:
  - i. You are responsible for ensuring that the ACH transfer is initiated properly, is addressed properly, and bears appropriate ACH instructions in exactly the form required by the Recipient's financial institution for identification of the receiving account, and the applicable Transaction.

- ...instructions to you.
- iii. The Transaction associated with an ACH transfer may not be completed until the Transaction Amount is received in full. If the Recipient does not receive the full Transaction Amount for a Transaction, including as a result of the deduction of any fees and taxes by your financial institution or the Recipient's financial institution, such Transaction may be identified as underfunded, and you may be notified that your Transaction is underfunded. Carta is not responsible for any failure of completion of the Transaction to the extent due to underfunding pursuant to your instructions regarding the Transaction Amount.
  - iv. Any funds received by the Recipient may be held and retained by the Recipient, and Carta is unable to retrieve any funds after an ACH transfer has been sent. You are responsible for any such retrieval directly with your financial institution and/or the Recipient.
  - v. Carta is not responsible for any delays in connection with the ACH transfer resulting from your financial institution or the Recipient's financial institution.
  - vi. You are responsible for reviewing your Payment Account and your Carta account to confirm whether the ACH transfer has been initiated, for communicating directly with the Recipient to determine whether the ACH transfer has been received by the Recipient, and for knowing the funding status of your pending Transaction.
  - vii. Carta is not responsible for any fees and taxes imposed by your financial institution, the Recipient, or any other party in connection with an ACH transfer from your Payment Account.

### **3. Sending Payments from your Payment Account to your other Payment Account Via Book Transfer Initiated with Carta**

- a. Payment Authorization: By choosing to use multiple bank accounts as your Payment Accounts with Carta, you may be able to have Carta assist with initiating transactions between your Payment Accounts, provided that such accounts are held at the same financial institution. When you choose to enter into a Transaction between your designated Payment Accounts, you are authorizing Carta to process an immediate electronic transfer from one Payment Account to another Payment Account on your behalf up to the Transaction Amount designated in the instructions from you to Carta.

You represent that you have enabled sufficient inbound and outbound permissions for the applicable Payment Accounts, including but not limited to deposits and withdrawals, to use these Carta payment features.

You authorize Carta to process debit and credit entries, as applicable, between your Payment Accounts to deposit or withdraw, as applicable, funds in connection with a Transaction, within the scope of the services provided by Carta.

#### **4. Receiving Payments from a Fund Manager to You Via Wire Transfer Initiated with Carta**

- a. Terms: In connection with a Transaction where you elect to receive funds via wire transfer from another Carta user (the “Sender”), you agree to the following terms:
- i. You are responsible for using the administration functions on the Carta platform to (A) set the payment methods that will be available for a Sender to complete such Transaction and (B) set the permissions regarding which other users will be able to update Payment Account information related to your account.
  - ii. You are responsible for providing wire instructions and other personal information to Carta in a timely manner and ensuring that the wire transfer instructions you provide to Carta are accurate and include all requested information.
  - iii. Carta is not responsible for any delays in connection with the wire transfer resulting from your failure or the Sender’s failure to provide Carta with complete wire instructions or any additional requested information.
  - iv. Carta is not responsible for any delays in connection with the wire transfer resulting from your financial institution, the Sender’s financial institution, or any intermediary financial institution.
  - v. Any erroneous, mismatched, or incomplete identifying information on wire transfer instructions you provide to Carta may result in such wire transfer being rejected, lost, posted to an incorrect account, or returned to the originating financial institution without notice to you.
  - vi. You are responsible for reviewing your Payment Account to confirm that you have received the wire transfer from Carta.
  - vii. Carta is not responsible for any fees and taxes imposed by your financial institution, the Sender’s financial institution, any intermediary financial

or the Sender's account, then your financial institution, the Sender's financial institution, or any intermediary financial institution may apply the prevailing foreign currency exchange rate to convert the funds from the Sender's currency to your requested currency at the time the payment is processed. Carta is not responsible for any change in the amount of your wire transfer that may be attributable to any foreign currency conversions by your financial institution, the Sender's financial institution, or any intermediary financial institution.

## 5. General Provisions

- a. Review and Approval: All Transactions are subject to review and approval by the other party to the Transaction (i.e., the Recipient or Sender, as applicable).
- b. Disclaimer of Liability: Under no circumstances will Carta be liable for any losses, claims, demands or damages relating to your financial institution or the Sender's financial institution, as applicable, paying the wrong person. Carta will not be liable if a financial institution does not accept the transfer(s) or accepts the transfer(s) and then places the funds in a suspense or holding account. Carta shall not be liable for any funds transferred to or from the wrong account based on incorrect information you provided. Carta shall not be required to correct or reverse such transactions or to redeem or refund you any funds, and you forfeit any right to such funds.
- c. Collections: Carta may initiate a collection process or legal action to collect any money owed to Carta, and you shall pay Carta's costs for such action, including any reasonable attorneys' fees.
- d. No Cancellations or Refunds: Transactions cannot be canceled or refunded after they have been initiated with Carta.
- e. Customer Service: Questions relating to any Transaction made using your Payment Account should initially be directed to the financial institution where the Payment Account is held. Please save the order confirmations that you are provided when you make a Transaction and check them against your Payment Account statement. To get in touch with Carta, contact [Carta Support](#) or your Account Manager.

Carta to send any funds transfers through or into any country in violation of local laws or any other applicable jurisdiction's laws.

- g. Certification: By accepting these Payment Terms, you are certifying to Carta, in connection with each wire, ACH, or book transfer, that: (i) you are an owner of the applicable Payment Account(s) associated with each Transaction; (ii) your consent to these Payment Terms has not been revoked, in whole or part, by operation of law or otherwise; (iii) the information you provided identifying your designated Payment Account is true and correct; and (iv) you will not dispute any scheduled transactions with your financial institution, so long as the transactions correspond to the instructions provided by you or on your behalf.
- h. Fees, Taxes and Interest: Carta shall not be liable for any fees and taxes in connection with or applicable to any ACH or wire transfer or underlying Transaction that may be imposed by your financial institution, any intermediary financial institution, any Transaction party's financial institution, or any government, and you shall pay all such fees and taxes. As between you and Carta, you shall pay any transaction or processing fees imposed by your financial institution or the other party's financial institution, including but not limited to incoming and/or outgoing wire transaction fees, and you acknowledge that your financial institution or the other party's financial institution reserves the right to deduct such transaction or processing fees from any amounts to be transferred to you under these Payment Terms. Carta will not be obligated to calculate or pay interest to you or any other party claiming through you or otherwise.
- i. Notice of Error: You shall notify Carta immediately in writing if you notice any discrepancy involving the posting of your payment order or if you discover a problem with the transfer. Such notification must include a statement of the relevant facts and must be provided within a reasonable time. For some transactions, Carta or Carta users may be directed to use a third-party payment services provider, and such transactions shall be subject to the terms and conditions provided by such third party. Any transaction you process with a third party is strictly between you and such third party, and such third party will resolve any disputes regarding the transaction.
- j. Liability for Unauthorized Transactions: Federal law limits your liability for any fraudulent, erroneous unauthorized electronic transaction from a bank account

Payment Account Statement, you should contact your financial institution for more information about the policies and procedures that apply to your account and any unauthorized transactions, including any limits on your liability.

- k. Electronic Delivery of Future Disclosures: You accept all disclosures and other communications between you and Carta on this website or at the primary email address associated with your Carta account. You should print and retain a copy of all such disclosures and communications.
- l. Compliance with Law: To help the government fight the funding of terrorism and money laundering activities, federal law requires money services businesses to collect, verify, and record information that identifies each person who uses the service. You understand and agree that Carta will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC") and all other relevant governmental agencies. Carta is not responsible for any payment delays, freezes, or holds resulting from such compliance obligations. You understand and agree that Carta will collect and use the information you provide to comply with these obligations. You understand and agree that if any wire, ACH, or book transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Carta is prohibited by law from assisting with the transfer. Carta may reject the use of any Payment Account or instructions to transfer to or from any financial institution in its sole discretion. Any Transaction initiated under these Payment Terms and the funds associated with such Transaction are subject to all applicable federal and state laws and regulations, including escheat or similar laws.
- m. No Third-Party Beneficiaries: These Payment Terms are not intended to be for the benefit of or to be enforceable by any person or entity other than you; and no other person or entity shall be entitled to claim that it is a third party beneficiary hereof.
- n. Electronic Payment Authorization: You agree that if you use a Payment Account for future transactions described in the [Carta™ Electronic Payment Authorization](#), then you agree to the terms described therein.
- o. Updates: Carta reserves the right to alter the terms of these Payment Terms at any time. You agree to review the latest version of the Payment Terms on Carta's

of the Carta's products or services in relation to a transaction after alteration of the Payment Terms will constitute acceptance by Customer of such changes. Your sole remedy should you not agree with the altered Payment Terms shall be to cease your use of Carta's products or services.

## ADDITIONAL PRODUCTS

[Deal Closings](#)

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[Portfolio Insights](#)

[Waterfall Modeling](#)

[Distributions](#)

## FEATURED BLOGS

[What is a 409A valuation?](#)

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## PARTNERS

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## COMPANY

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## LEGAL

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[E-sign Consent](#)

[GDPR Compliance](#)

[Supplier Terms](#)

[Do not share or sell my personal information \(cookie preferences\)](#)

## SECURITY & TRUST

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[Cap Table: Data Privacy & Protection](#)

[Trust Center](#)



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