

Mercury Subscription Services Addendum

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This Subscription Service Addendum ("SaaS Addendum") sets forth the terms that apply to your use of the Mercury Financial Workflows, a subscription-based spend management software service crafted to equip your business with essential financial tools and features via your Mercury Account ("Financial Workflows").

By accessing or using the Financial Workflows, or by otherwise manifesting your assent to this SaaS Addendum, you signify that you have read, understood, and agree to be bound by the [Agreement](#), the [Mercury Payment Services Addendum](#) and this SaaS Addendum.

Unless otherwise specified, capitalized terms used in this SaaS Addendum have the same meaning as specified in the Agreement. This SaaS Addendum shall prevail over any conflict or inconsistency with the Agreement, but only as to your use of Financial Workflows.

1. Financial Workflows Subscription Terms

- A. **Subscription Pricing.** You selected a subscription tier ("Tier") during the sign-up process for Financial Workflows. If you have selected the *Plus* Tier, we will charge, and you have agreed to pay, a subscription fee of thirty-five dollars (\$35) per month. If you have selected the *Pro* Tier, we will charge, and you have

agreed to pay, a subscription fee of three hundred and fifty dollars (\$350) per month. Mercury may change the price of subscription fees and fees for Bill Payments and/or Invoices from time to time and shall provide you notice of such change, but we recommend visiting our Pricing Page for the most current pricing information. If you do not agree with a price change, you may cancel your subscription prior to the price change going into effect. Depending on your Tier selection, the following services are included in Financial Workflows:

- i. Accounting Software Automations. As a Financial Workflows subscriber, you are provided with the capability to sync Account data with certain accounting software providers, which may include NetSuite, QuickBooks, and Xero.
- ii. Bill Pay. As a Financial Workflows subscriber, you are provided with the ability to transfer funds from your designated Deposit Account to a vendor or other recipient in payment of a bill or invoice (each transfer, a "Bill Payment"). Bill Pay is free for all Mercury customers; however, transaction or processing fees may apply to certain payment types. *Plus and Pro* subscribers may be entitled to additional Bill Pay features not available to Mercury free tier customers.
- iii. Invoicing. As a Financial Workflows subscriber, you are provided with the ability to generate and send invoices to your customers for payment into your designated Deposit Account via the payment method(s) you choose to make available to your customers. All Mercury customers can generate invoices at no cost. ACH Debit-enabled invoices are only available to paid subscribers; *Plus* subscribers will

be charged an additional \$1 per ACH Debit-initiated payment, while Pro subscribers will incur no additional fees for ACH Debit payments. Plus and Pro tier subscribers have the ability to brand invoices with their logos or other marks.

B.

C. **Subscription & Other Fee Payments.** You agree to pay Mercury all subscription fees when due, including any applicable taxes. Subscription fees and any other fees you incur will be automatically debited from your Deposit Account. The first month's subscription fee will be debited when you subscribe. Each subsequent month's subscription fee will be debited at the beginning of the next monthly term. Fees for ACH Debit payments will accrue each time that your payer(s) initiates an ACH Debit entry, regardless of whether the payment is ultimately successful. Fees for ACH Debit payments from the prior month will be debited from your Deposit Account along with your next month's subscription fees. You must ensure that your Deposit Account holds funds sufficient to cover any subscription or other fees you incur. By agreeing to this SaaS Addendum, you authorize us to automatically debit your Deposit Account via an ACH debit entry for all fees owed to us under this SaaS Addendum on the date such fees are due, and you agree to be bound by the National Automated Clearinghouse Association ("Nacha") rules ("Nacha Rules"). You may revoke this authorization by contacting us at support@mercury.com, but you acknowledge and agree that any such revocation also serves as a cancellation of your subscription and does not affect your obligation to pay any fees incurred under this SaaS Addendum. If your Deposit Account does not hold funds sufficient to cover any subscription or other fees you incur at the time we attempt to debit your account, Mercury may cancel or downgrade your

subscription to the free Mercury Tier. If Mercury cancels or downgrades your subscription, you will remain liable for any and all amounts owed.

- D. Subscription Renewal. If you have not canceled your subscription, your subscription will automatically renew at the end of each monthly billing period until a party gives the other notice of cancellation.
- E. Subscription Modification. You may modify your subscription by selecting a different Tier. If you choose to upgrade to a higher tier (e.g., from *Plus* to *Pro*), your subscription will be upgraded immediately, and you will be charged for the price of the higher tier at the time of upgrade. If you choose to downgrade to a lower tier (e.g., *Pro* to *Plus*), your subscription will be downgraded on the first day of the next monthly term, and you will be charged the then-current price for the lower tier at the beginning of that monthly term.
- F. Canceling Your Subscription. You may cancel your subscription at any time by logging into your Mercury Account or contacting us at support@mercury.com. If you cancel your subscription, your subscription will end on the last day of the then-pending monthly term and you will be responsible for paying all fees, including the full monthly subscription fee, for the then-pending monthly term.

2. Accounting Software Syncing.

As part of Financial Workflows, we may offer you the ability to synchronize your Account with certain accounting software providers. If you choose to do so, you grant Mercury access to all information available through the accounting software provider. You acknowledge and agree that you are solely responsible, and Mercury is not

responsible, for the information and data that you choose to synchronize and share between your Account and your accounting software.

3. Bill Pay Terms.

The following terms apply to the bill payment services ("Bill Pay") offered as part of Financial Workflows.

- A. **Bill Pay.** Bill Pay is intended to provide you the ability to transfer funds from your designated Deposit Account to a vendor or other business recipient (each, a "Payee") in payment of a bill or invoice (each, a "Bill") from such Payee. When using Bill Pay, you will have the ability to approve payments of Bills via your Mercury Account.
- B. **Receiving and Organizing Bills.** To make a Bill Payment, the Bill must be received in your bill inbox. You will be provided a dedicated email address for your bill inbox that can be provided to Payees for use in sending you Bills. You are also able to forward Bills that you receive through other means to your bill inbox. Upon receipt of a Bill in your bill inbox, Mercury will use commercially reasonable efforts to analyze the Bill's contents and identify whether the Bill is a duplicate, has previously been approved, and the Bill's due date. Additionally, Mercury will use commercially reasonable efforts to prepopulate payment details from a Bill at the time of payment. You acknowledge and agree that you will not rely solely on Mercury's analysis of Bills and will verify each Bill's contents at receipt and prior to payment.
- C. **Payees.** If a Bill that is loaded to your bill inbox does not contain all the information necessary to correctly identify the Payee and process a payment to the Payee, you must complete and verify

any such missing information. By providing such information, you represent and warrant that you have obtained all necessary authorizations or consents from the Payee to share such information with us. You acknowledge and agree that we nor our Banking Providers are parties to any agreements you have with a Payee, that we have no responsibility for your obligations to any Payee or any Payee's obligations to you, and that we are not responsible for any Payee's products or services or any disputes between you and any Payee.

- D. Authorization; Payment Instructions. When you provide payment instructions that you complete and verify to pay a Bill using Bill Pay ("Payment Instructions"), you are authorizing and directing your Banking Provider to debit your designated Deposit Account pursuant to your Payment Instructions for the Bill Payment amount on an available date that you specify. In the event that a Bill Payment is returned for any reason by a Payee, you authorize your Banking Provider to make any necessary entries to your designated Deposit Account to return the associated funds.
- E. Payment Methods. For each Bill Payment, you will be presented with one or more methods by which to pay the Payee using your designated Deposit Account (each, a "Payment Method"). When you choose an available Payment Method, we may provide you an estimated time frame for when the Payee may receive the Bill Payment. When we provide estimated time frames, we do not represent, warrant, or guarantee that any Bill Payment will be received by the Payee on or before any date. You acknowledge and agree that we are not responsible and shall have no liability for any penalties assessed by a Payee for a Bill Payment received after the applicable due date. You also acknowledge and agree that we shall have no liability if any Payment Method is temporarily unavailable or if we remove a Payment Method.

- F. ACH Payments. By selecting "ACH" as the Payment Method for a Bill Payment, you authorize your Banking Provider to debit your designated Deposit Account and remit the Bill Payment as an ACH credit to the Payee's bank account as provided in your Payment Instructions. You also agree to comply with (i) Nacha Rules, (ii) Section 1(B) of your Commercial Deposit Account Agreement, and (iii) the security procedures for using the Site or Mobile App in connection with initiating ACH transactions. You acknowledge that such security procedures are acceptable and a commercially reasonable method of providing security against unauthorized transfers. You acknowledge and agree that you will reimburse us or our Banking Provider for any fines or penalties (and any associated costs, including reasonable attorneys' fees and costs) imposed on, or assessed against, us or our Banking Provider by Nacha, any Federal Reserve Bank, any ACH Operator (as such term is defined in the Nacha Rules), any state or federal regulatory agency or other U.S. or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over ACH transactions, when the fine, penalty or other expense is caused by, or related to, any Bill Payment you make using ACH. Such amounts are immediately due and payable by you to us. Your obligation to pay us remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance with any requirement of the Nacha Rules or any laws applicable to any party other than us and notwithstanding whether either of us may have a claim against another ACH participant for breach of the Nacha Rules or other applicable law.
- G. Wires. By selecting "Wire" as the Payment Method for a Bill Payment, you authorize one of our Payment Service Providers to initiate a wire transfer to the Payee's bank account in accordance with the Payment Instructions and Article 4A of the

Uniform Commercial Code, as adopted in the state of New York. You also agree to comply with Section 1(B) of your Commercial Deposit Account Agreement and the security procedures for using the Site or Mobile App in connection with initiating wires and you acknowledge that such security procedures are acceptable and a commercially reasonable method of providing security against unauthorized transfers.

- H. Prohibited Payments. When you authorize a Bill Payment, you represent, warrant, and covenant that it complies with this Section 3(H). If we, in our sole discretion, suspect or determine that you have violated this Section 3(H), we may immediately suspend or terminate your Account. You are prohibited from using Bill Pay for any of the following:
- i. making payments for any purpose other than a business or commercial purpose;
 - ii. making payments for any illegal transactions or purposes;
 - iii. making payments not associated with a Bill from a Payee for goods or services;
 - iv. making court-ordered payments, tax payments, or payments related to securities transactions;
 - v. breaching any agreement you have with us or our Banking Providers;
 - vi. engaging in any internet gambling transactions, regardless of whether gambling is legal where you or any Payee operates; and
 - vii. engaging in any transaction or activity that is not specifically authorized and permitted by this SaaS Addendum or the Mercury Terms of Use.
- I.
- J. Error Resolution. In case of errors or questions about any transactions using Bill Pay, please email support@mercury.com.

In your email, you must include: (i) your name and the last four digits of your account number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. We will review the information submitted in a commercially reasonable manner.

- K. Account Security; Unauthorized Use. You must notify Mercury immediately of any breach of security or unauthorized use of your Account. Mercury will not be liable for any losses caused by any unauthorized use of your Account, including any unauthorized Bill Payment made using your Account. In the event of a dispute between you and a Payee, you agree to resolve the dispute directly from the Payee and not through the Bill Pay or via your designated Deposit Account.
- L. Declined or Returned Bill Payments. We may decline a Bill Payment if your designated Deposit Account does not contain sufficient funds to cover the Bill Payment amount, and you acknowledge that a Payee, or the Payee's bank, may return your Bill Payment. You acknowledge and agree that we shall have no liability for declined Bill Payments or returned or refused Bill Payments.
- M. Stopping or Canceling Payments. You may be able to cancel or otherwise stop a Bill Payment before payment is made to a Payee.
- N. Transaction Limit We reserve the right, in our sole discretion, to limit the amount of any funds that you send through the Bill Pay services. These limits may apply on a per transaction basis or on an aggregate basis (such as on a daily or monthly interval) and are subject to change at our discretion. We shall have no liability to you or any Payee due to any failure to complete a Bill Payment as a result of any transaction limit imposed by us. We will use commercially reasonable efforts to notify you of any

transaction limits that we impose, but we are under no requirement to do so.

4. Invoicing Terms. The following terms apply to the invoices service ("Invoicing") offered as part of Financial Workflows.

- A. Invoicing. Invoicing is intended to provide you the ability to generate Invoices, send those Invoices via email to your customers (each, a "Customer"), and collect payment from Customers directly into your designated Deposit Account. When using Invoicing, you will have the ability to generate, track, and send Invoices via your Mercury Account and, depending on the Tier you've chosen, to brand invoices you generate with your Marks (as defined below).
- B. Invoices. To generate an Invoice, you must provide us with the information you wish to include along with your Customer's email address. By providing us with information to include in an Invoice and your Customer's email address, you represent and warrant that you have any necessary rights and consents to do so, and that the information is true and correct. You acknowledge and agree that you are solely responsible for determining what information to include in an Invoice, and that we are not responsible for any such content, including the calculation of any applicable taxes. You acknowledge and agree that we shall have no liability for the contents of any Invoice, and you agree to indemnify us for any costs, losses, claims, or damages arising from information that you include in an Invoice. When you email an Invoice to a Customer via your Account, you represent and warrant that your Customer has agreed to receive the email containing the Invoice. Further, when you generate and send an Invoice to a Customer, you represent and warrant that such Invoice is for goods or services that you have provided, or have

agreed to provide, to your Customer, represents amounts that are validly due and owed to you, and complies with all applicable laws.

- c. **Branding Invoices.** If you have chosen the Plus or Pro Tier, you may include the service marks and trademarks, including distinctive marks or logos, that identify your business ("Marks") in Invoices. As a condition of doing so, you grant us a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to include your Marks in Invoices you generate using your Mercury Account during the Term of the Agreement. You agree to indemnify us against any losses, costs, or expenses arising from any legal action, claim, demand, or proceeding brought against us to the extent such legal action, claim, demand, or proceeding brought against us is the direct result of our use of your Marks that is alleged to infringe upon any other person's rights.
- d. **ACH Debit Payments.** Solely in connection with your use of Invoicing, you request that Mercury, and Mercury agrees to obtain authorizations on your behalf from each Customer to whom you send an Invoice to initiate ACH debit entries to their bank accounts using the Pay with Mercury Authorization (the "Authorization Form"). In connection with doing so, Mercury agrees to maintain records of the authorizations as required by the Nacha Rules. A copy of the Authorization is available at mercury.com/legal/ACH-authorization. By using Invoicing, you expressly agree that the Authorization Form and its use complies with the Nacha Rules and applicable law. When you generate and send an Invoice to a Customer and after the Customer provides their authorization, you accept your role as the Originator (as such term is defined in the Nacha Rules) and you authorize your Banking Provider to originate an ACH debit on your behalf to the Customer's bank account in the amount included in the Invoice and remit such amount to your

designated Deposit Account. If an ACH debit initiated on your [{{type}} Annotation] behalf to the Customer's bank account is returned unpaid for any reason, you acknowledge and agree that neither we nor your Banking Provider are responsible for and shall have no liability for the returned payment. If an ACH debit initiated on your behalf to the Customer's bank account is disputed by a Customer for any reason, you acknowledge and agree (1) that neither we nor your Banking Provider are responsible for and shall have no liability for the disputed payment, (2) that your Banking Provider may debit your designated Deposit Account for the disputed amount and, (3) that you authorize your Banking Provider to do so. You agree to comply with the applicable Nacha Rules, and you acknowledge and agree that you will reimburse us or our Banking Provider for any fines or penalties (and any associated costs, including reasonable attorneys' fees and costs) imposed on, or assessed against, us or our Banking Provider by Nacha, any Federal Reserve Bank, any ACH Operator (as such term is defined in the Nacha Rules), any state or federal regulatory agency or other U.S. or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over ACH transactions, when the fine, penalty or other expense is caused by, or related to, any ACH transaction your Banking Provider originates on your behalf. Such amounts are immediately due and payable by you to us. Your obligation to pay us remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance with any requirement of the Nacha Rules or any laws applicable to any party other than us and notwithstanding whether either of us may have a claim against another ACH participant for breach of the Nacha Rules or other applicable law.

E. Credit Card Payments. We use a third-party payment processor, Stripe, Inc. ("Stripe"), to offer you the ability to accept payments via credit cards for Invoices. To accept credit card payments, you must link your Stripe account to your Mercury Account. Stripe's payment processing services are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to link your Stripe account to your Mercury Account, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Mercury enabling payment processing services through Stripe, you agree to provide Mercury accurate and complete information about you and your business, and you authorize Mercury to share it and transaction information related to your use of the payment processing services provided by Stripe. When you provide personal data in connection with Invoicing, Stripe receives that personal data and processes it in accordance with Stripe's Privacy Policy. Further, you acknowledge and agree:

- i. That, subject to the Stripe Services Agreement, Stripe will process all credit card payments your Customers make via Invoices, receive and settle all settlement funds owed to you from credit card payments your Customers make via Invoices, and disburse such funds to your designated Deposit Account, less any amounts you owe Stripe;
- ii. That, subject to the Stripe Services Agreement, Stripe will manage the dispute process for any instruction a Customer

initiates to reverse or invalidate any credit card payment made via Invoices (each, a "Dispute");

- iii. That Mercury is not responsible for any Dispute;
- iv. That you are responsible for all fees that Stripe charges in connection with your Stripe account;
- v. That Stripe does not control and is not responsible for the fees Mercury imposes, and Mercury does not control and is not responsible for the fees Stripe imposes; and
- vi. To indemnify, defend, and hold harmless Mercury, our Banking Providers, and Stripe and their respective affiliates from any claims brought by a third party arising out of any activity conducted through your linked Stripe account or arising out of your breach of this SaaS Addendum or the Stripe Services Agreement.

F.

G. Prohibited Payments. When you generate and send an Invoice, you represent, warrant, and covenant that it complies with this Section 4(F). If we, in our sole discretion, suspect or determine that you have violated this Section 4(F), we may immediately suspend or terminate your Account. You are prohibited from using Invoicing for any of the following:

- i. generating and sending Invoices for any purpose other than a business or commercial purpose;
- ii. generating and sending Invoices for any illegal transactions or purposes;
- iii. generating and sending Invoices that are not for goods or services that you have provided, or have agreed to provide, to your Customer;
- iv. breaching any agreement you have with us or our Banking Providers;

- v. engaging in any internet gambling transactions, regardless of whether gambling is legal where you or any Customer operates; and
 - vi. engaging in any transaction or activity that is not specifically authorized and permitted by this SaaS Addendum or the Mercury Terms of Use.
- H.
- I. Scope. You acknowledge and agree that we nor our Banking Providers are parties to any agreements you have with a Customer, that we have no responsibility for your obligations to any Customer or any Customer's obligations to you, and that we are not responsible for your products or services or any disputes between you and any Customer.
 - J. Transaction Limits. We reserve the right, in our sole discretion, to limit the amount of any funds that you receive through the Invoicing services. These limits may apply on a per transaction basis or on an aggregate basis (such as on a daily or monthly time frame) and are subject to change at our discretion. We shall have no liability to you or your Customer relating to any transaction limits imposed by us. We will use commercially reasonable efforts to notify you of any transaction limits that we impose, but we are under no requirement to do so.