

# Mercury Payment Services Addendum

*Last updated: August 2024*

This Mercury Payment Services Addendum ("Addendum") sets out the terms that are applicable to the payment services, including funds transfer and foreign exchange services, we offer to you (the "Payment Services") and is between you, Mercury, and Mercury's financial services partners (the "Payment Service Providers"). This Addendum is a supplement to the Mercury Terms of Use between you and Mercury. The Payment Services are made available to you through integrations with certain financial services partners. To use the Payment Services, you must accept the terms of this Addendum, any terms and conditions provided by the Payment Services Providers and linked herein, and any changes to this Addendum made from time to time by Mercury or the Payment Service Providers. Your use of the Payment Services is also subject to your continued compliance with the Mercury Terms of Use and the Banking Provider agreements. Capitalized terms used in this Addendum but not defined here have the meanings given in the Mercury Terms of Use.

1. **Reliance on Instructions.** You hereby authorize us and the Payment Services Providers to act and rely upon any instructions received from you related to the Payment Services. In using the Payment Services, you may be presented the option to pay additional fees for certain premium or designated processing of transactions, and upon agreeing to such fees, you hereby authorize us to debit your account accordingly.

2. **Foreign Exchange Transfers.** To transfer funds in another currency, you must: (a) provide us the date on which you would like your transfer to occur, and the dollar amount of the transfer; and (b) authorize us to debit your Deposit Account in the amount of the transfer. If the debit is successful, you will receive a receipt specifying the amount of the transfer. We will attempt to transmit the funds on the date you specify in your transfer instructions. Funds that cannot be delivered to their destination will be returned to your Deposit Account. Any such return may result in another currency exchange at the prevailing rates, and a reduction of the amount returned compared to the original

amount sent. Mercury may, at its discretion, attempt to reach you regarding any return prior to completing the return, to provide any available alternative return or resubmission options to you. When this occurs, Mercury may rely on and modify your original payment instructions based on these communications.

3. ACH Authorization with Positive Pay. Mercury offers an ACH Authorization with Positive Pay feature designed to enhance account security by safeguarding against unauthorized ACH pulls for enrolled customers (“ACH Authorization”). This tool empowers you to establish predetermined criteria for recipients and payments, enabling Mercury to identify and validate authorized ACH transactions eligible for automatic debiting from your account.

To leverage the benefits of ACH Authorization, you are required to provide Mercury with a list of approved recipients and payment criteria that can be posted to your account. Once ACH Authorization is set up, if an item attempts to clear your account, our system will verify the transaction details against the default parameters established for you, using the information you provided us.

Mercury will notify you of any items that may be exceptions to these parameters; however, you are required to review and approve these items before 2:00 pm CT on any business day (excluding weekends and holidays) if you wish for these exceptions not to post to your account. You also have the flexibility to add, modify, or remove any ACH authorizations as needed. However, to ensure these updates take effect on your account, you must transmit them to Mercury before 2:00 pm CT on any business day. Failure to update your list of exceptions before the cutoff time will result in an automatic payment of the transaction according to your default settings. You have the option to configure your account to automatically reject transactions not pre-approved by you within the designated cut-off time. You acknowledge that auto-rejected transactions will be treated as stop payment requests.

Please note that this feature is intended solely to block unauthorized or improper transactions and cannot be used to reverse transactions due to insufficient funds or those otherwise authorized by you or your authorized users.

It is your responsibility to proactively monitor, review, and update your ACH Authorization settings regularly. Mercury assumes no responsibility for detecting errors within the information you provide us.

4. Fees. The Foreign Exchange Providers will not charge you any fees in connection with the Foreign Exchange Services. All Foreign Exchange Services fees are determined by Mercury in our sole discretion and will be set forth in your Account. The Foreign Exchange Providers may receive interest on amounts they hold on your behalf. You hereby assign all rights, interests and claims in any such interest amounts to the Foreign Exchange Providers.

5. Errors and Disputes. The Payment Services are commercial in nature and we do not provide any consumer protections for unauthorized or erroneous transfers or transactions. Once funds have been withdrawn from your Deposit Account or once a payment order has been completed, you are solely liable for any losses you may incur that result from the Payment Service Providers carrying out your instructions. If you think a transfer or an order was made in error or was not authorized by you, please contact [help@mercury.com](mailto:help@mercury.com).

6. Compliance. You may not use the Payment Services to make transfers for personal, family or household use or to use the Payment Services for speculative or investment purposes. Depending on the information you provide, and your other use of the Payment Services and the Services provided to you by Mercury, we may pause your use of the Payment Services to offset chargeback or other fraud losses owed to Mercury, or to comply with U.S. anti-money laundering laws and sanctions obligations.

7. Privacy. The Payment Service Providers will receive data when you use the Payment Services. The Payment Service Providers will treat your data and protect your privacy in accordance with their respective privacy policies.

8. Payment Service Providers. By using the Payment Services, you agree to be bound by the terms and conditions of our Payment Services Providers, which will be presented to you in this Addendum, within the Mercury Services, or on

<https://www.mercury.com/legal>. Among other Payment Service Providers, Wise US Inc. may provide you Payment Services pursuant to the terms and conditions set forth at <https://wise.com/us/legal/send-money-api>. By using certain international wire services offered to you, you also agree to be bound by the [Mercury International Wire Services Addendum](#).

9. Contact. Please direct all questions or concerns about the Payment Services to [help@mercury.com](mailto:help@mercury.com).