

# Mercury ACH Debit Authorization

*Last Modified: January 2025*

BY AGREEING TO THIS AUTHORIZATION, YOU AUTHORIZE MERCURY TO DEBIT YOUR DESIGNATED BANK ACCOUNT ON BEHALF OF YOUR MERCHANTS ACCORDING TO THE PAYMENT TERMS AND OTHER INSTRUCTIONS DETAILED IN ANY INVOICE YOU RECEIVE FROM A MERCHANT VIA MERCURY INVOICING, SUBJECT TO YOUR CONFIRMATION. THIS AUTHORIZATION SHALL BE EFFECTIVE AS TO ALL MERCURY INVOICING CUSTOMERS, EACH OF WHOM SHALL BE IDENTIFIED IN ANY INVOICE YOU RECEIVE.

Via Mercury Invoicing, certain Mercury business customers (each, a "Merchant") may send you invoices for payment. By agreeing to pay an invoice that your Merchants sends you via Mercury Invoicing, you are providing those Merchants authorization to initiate entries via the Automated Clearing House ("ACH") to the bank account you have linked to your Account ("Bank Account") according the terms of this Pay with Mercury ACH Authorization (the "Authorization"). All capitalized terms not defined herein have the meaning set out in the [Mercury Terms of Use](#).

By providing your electronic consent to this Authorization, you (1) certify that you own and/or are authorized as a signer on the Bank Account and any subsequent Bank Account you designate to use to pay invoices via Mercury Invoicing and (2) agree to be bound by the National Automated Clearing House Association (Nacha) Rules.

1. Subsequent Entries. By logging into your Mercury account and affirmatively clicking or otherwise selecting the "Send Payment" button associated with the invoice, you affirmatively elect to pay the invoice and authorize the identified Merchant to initiate an ACH debit entry to your Bank Account for the amount listed as due on the invoice (each a "Subsequent Entry").
2. Reinitiating Returned Entries; Error Correction; Refunds. If a Subsequent Entry is returned for insufficient or uncollected funds, your Merchant may attempt to reinitiate the Subsequent Entry up to two times (each, a "Reinitiated Entry"), and you authorize your Merchant to do so. You acknowledge and agree that your Merchant is not responsible for any penalties that your bank may assess in

connection with entries that are returned for insufficient or uncollected funds. You also authorize your Merchant to initiate any entries to your Bank Account necessary to correct any errors and/or process refunds from Merchants.

3. Revoking this Authorization. This Authorization is made as of the date you provide your electronic consent. You may revoke this Authorization for all Mercury Invoicing customers at any time by de-linking your Bank Account from your Account, but you acknowledge and agree that such revocation may not affect any Subsequent Entries or Reinitiated Entries that have already been initiated. If you wish to revoke this Authorization only for individual Merchants, you will need to contact that Merchant directly.