

Mercury Invoice ACH Payer Terms Addendum

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This Mercury Invoice ACH Payer Terms Addendum (“**Addendum**”) sets forth the terms that apply to your use of Invoicing, a service that allows you to receive and pay pay-enabled invoices you receive from merchants that use Invoicing (“**Merchants**”).

By accessing or using Invoicing, or by otherwise manifesting your assent to this Addendum, you signify that you have read, understood, and agree to be bound by both the [Mercury Terms of Use](#) (“**Agreement**”) and this Addendum. Your use of Invoices is subject to the Agreement and to this Addendum. This Addendum shall prevail over any conflict or inconsistency with the Agreement, but only as to your use of Invoicing. Unless otherwise specified, capitalized terms used in this Addendum have the same meaning as specified in the Agreement.

Linking Your Bank Account; ACH Payments. To pay an invoice from a Merchant through Mercury Invoicing (an “**Invoice Payment**”) via the Automated Clearing House (“**ACH**”), you must agree to link and verify your designated bank account (“**Payment Account**”) using our designated third-party service provider. By doing so, you consent to our third-party service provider sharing information about your Payment Account with us and our Banking Provider and authorize us to save information about your Payment Account so that our Banking Providers may facilitate your Invoice Payments via ACH to Merchants. To make an Invoice Payment via ACH, you must also provide your consent and authorization for Merchants to initiate ACH entries from your Payment Account. All such Invoice Payments by ACH are subject to the National Automated Clearing House Association rules (“**Nacha Rules**”), and you agree to be bound by the Nacha Rules. In the event that your Payment Account is a Deposit Account provided by one of our Banking Providers, you also agree to comply with the applicable terms of your deposit account agreement, including any security procedures related to using the Site or Mobile App for initiating ACH transactions. You acknowledge that such security procedures are acceptable and constitute a commercially reasonable method of providing security against unauthorized transfers. In authorizing an Invoice Payment via

ACH, you are authorizing the Merchant to charge your Payment Account for the amount listed on the invoice pursuant to the [Pay with Mercury Authorization](#) and represent and warrant that your Payment Account contains sufficient funds to complete the Invoice Payment. In the event that an Invoice Payment via ACH you authorize is returned unpaid due to insufficient or uncollected funds, you acknowledge and agree that we are not responsible for any penalties that your bank may assess in connection with any such returned entry. Additionally, you acknowledge that revoking the Pay with Mercury Authorization does not alter your payment obligations to any Merchant. When you authorize an Invoice Payment, we may provide you with an estimated time frame for when the Merchant may receive payment. When we provide estimated time frames, we do not represent, warrant, or guarantee that any Invoice Payment will be received by the Merchant on or before any date. You acknowledge and agree that we are not responsible and shall have no liability for any penalties imposed by a Merchant for an Invoice Payment received by the Merchant after the applicable due date.

Credit Card Payments. Depending on the Merchant's election, you may be provided the option to make an Invoice Payment via a credit card. In authorizing an Invoice Payment via a credit card, you represent and warrant that your credit card contains sufficient credit to complete the Invoice Payment. If an Invoice Payment via a credit card you authorize is declined, you acknowledge and agree that we are not responsible for any penalties that the financial institution that issued your credit card may assess in connection with any such declined payment.

Error Resolution. In case of errors or questions about any transactions using Invoicing, please email support@mercury.com. In your email, you must include: (a) your name and the last four (4) digits of your account number; (b) why you believe there is an error and the dollar amount involved; and (c) approximately when the error took place. We will review the information submitted in a commercially reasonable manner.

Unauthorized Invoice Payments. 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 Invoice Payment made using your Account.

Prohibited Payments. When you authorize an Invoice Payment, you represent, warrant, and covenant that it complies with this Section 5. If we, in our sole discretion, suspect or determine that you have violated this Section 5, we may immediately suspend or terminate your Account. You are prohibited from using Invoicing for any of the following: (a) making payments for any illegal transactions or purposes; (b) making payments not associated with an Invoice from a Merchant for goods or services; (c) breaching any agreement you have with us or, as applicable, our Banking Providers; (d) engaging in any internet gambling transactions, regardless of whether gambling is legal where you or any Merchant operates; and (e) engaging in any transaction or activity that is not specifically authorized and permitted by the Mercury Terms of Use.

Scope. You acknowledge and agree that we nor our Banking Providers are parties to any agreements you have with a Merchant, that we have no responsibility for your obligations to a Merchant or a Merchant's obligations to you, and that we are not responsible for any Merchant's products or services or any disputes between you and any Merchant. You also acknowledge and agree that your participation in Invoicing pursuant to this Addendum does not create a banking relationship between you and our Banking Providers and instead that Invoicing is only provided to you for purposes of storing your Payment Account information and facilitating Invoice Payments from you to Merchants.