Client ACH Authorization Form

February 12, 2020

FreeeUp LLC
Document Sender :
Signer:

Client ACH Authorization Form

Client hereby authorizes Paysimple, Inc. ("Paysimple"), BlueSnap Inc. ("BlueSnap"), Armatic Inc. ("Armatic") (collectively, "Payment Processor") to initiate ACH transactions, including debits, to the bank account information ("Client Account") that Client enters on the Paysimple.com/ BlueSnap/ Armatic.io/FreeeUp's website (FreeeUp.com) in order to pay amounts that Client owes in accordance with Client's use of or access to the FreeeUp Network including payments for Services rendered by Freelancers for Client and submitted to FreeeUp and, if necessary, to initiate adjustments for any transactions credited or debited in error. Client agrees to the ACH transaction method pursuant to the FreeeUp Client User Agreement - Terms of Use and this Client ACH Authorization Form ("Agreement"). Such debits will be initiated by Payment Processor on behalf of FreeeUp or FreeeUp out of the applicable Client Account(s) at the financial institution ("Bank") provided by Client pursuant to this Agreement. Client authorizes Bank to charge the applicable Client Account(s) in accordance with the provisions of this Agreement. The individual or representative executing this Agreement on behalf of Client represents and warrants that they have full authority to bind the organization (Client) that owns the Client Account(s), and to authorize all transactions to and from the Client Accounts(s) that are initiated through Payment Processor on FreeeUp's behalf to pass on to Freelancers. In the event the individual or representative on behalf of Client does not have full and unrestricted authority to enter into this Agreement, or provide the payment information, they agree they can be jointly and severally liable for any damages incurred by FreeeUp arising out, related to associated with this Agreement.

Client understands it may be contacted by a FreeeUp or a representative of Payment Processor on FreeeUp's behalf to make arrangements for a wire transfer of funds for impounds exceeding the established dollar limit for processing by ACH which shall be determined at FreeeUp's discretion.

Client acknowledges and warrants that all transactions initiated by/originated to the Client Account(s) must comply with the provisions of U.S. law, agrees to be bound by and warrants it will comply with the NACHA Rules.

To start the process, FreeeUp will send Client a $10 invoice to their email, via Payment Processor. The $10 will be credited to Client's FreeeUp Account and can be refunded at any time if not used by emailing accounting@freeeup.com. The Client Bank Account information will then be stored securely inside Payment Processor after entry of information. FreeeUp's billing period is Wednesday through Tuesday each week and funds are withdrawn to cover all outstanding balances every Thursday or Friday. Client agrees that no prior-notification will be provided by FreeeUp or the Payment Processor and FreeeUp has the right to withdraw funds to cover invoices for all hours billed by Freelancers in providing the agreed to Services for Client as entered into the FreeeUp timeclock system. The Client will not be charged any fees for using this ACH service other than those set forth herein. If fees do become applicable, the Client will be notified by FreeeUp.

Client agrees to keep their Client Account information up to date on Payment Processor at all times. At FreeeUp's discretion it may choose in the future to switch payment processors to another provider upon prior written notice. This does not change the terms of the Agreement. Client shall indemnify all Payment Processors on behalf of FreeeUp and FreeeUp, its parent, subsidiaries, predecessors, affiliates, members, directors, officers, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting (or attempted debiting or crediting) of any ACH or a breach of the Agreement.

In the case of an ACH being rejected for Non-Sufficient Funds (NSF) or failing, Client understand and agrees that FreeeUp may at its discretion attempt to process the charge again within 30 days, and agree to an additional late fee $20 charge for each attempt returned. Client is also obligated to contact FreeeUp to get the outstanding balance paid within 48 hours and this can be done using a different payment method if needed. FreeeUp can also require that Client switch from ACH to another method of payment in the future by providing written notice. Client agrees that Bank's treatment of any charge, and Bank's rights with respect thereto, shall be the same as if the charge were initiated personally by Client, and that if any charge is dishonored, whether with or without cause, such Bank shall be under no liability whatsoever. Client agrees to keep bank account information up to date and, in the event any banking information does change, Client shall provide FreeeUp and Payment Processor with the applicable change(s) with 24 hours of such change(s). In addition, Client authorizes Payment Proceessor on behalf of FreeeUp or FreeeUp to credit the applicable Client when necessary, at FreeeUp's sole discretion, for any adjustments to transactions credited or debited in error or for any refund or credit amount due Client.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement this Agreement and the Terms of Use shall control. Client agrees that Client's right to any refund under any applicable law shall first be subject to any offset of funds due to FreeeUp with respect to any previous transactions and/or billed hours for Services rendered by Freelancers and invoiced to Client and subject to the terms and conditions of this Agreement and the Terms of Use. Client understands and acknowledges this authorization shall remain in effect unless and until revoked in writing by an authorized representative of Client and until the applicable Bank(s), Payment Processor on behalf of FreeeUp and FreeeUp have each received such notice and have had reasonable time, at least 15 days prior to the next billing date, to act upon such notice.

Client understands and acknowledges that all payments must be made in full or another method of payment offered by FreeeUp must be authorized and agreed to by FreeeUp prior to revocation of this authorization.

Client agrees and acknowledges that it shall promptly contact FreeeUp if there is a concern and/or dispute arising out of or relating to ACH charges or this Agreement, and attempt to resolve any concern and/or dispute, including without limitation through full satisfaction of all Notice and Cure/Dispute Resolution between Notice and Cure/Dispute Resolution between Client and FreeeUp, Client and Freelancer and, if applicable, Notice and Cure/Dispute Resolution between Client and Freelancers and all other obligations as set forth in Terms of Use seeking a chargeback, contacting its bank or taking any other action.

Backup credit cards/payment methods will be automatically charged if Client's ACH is returned declined, fails, or full payment is unable to be processed and no other form of payment has been made by Client. Client authorizes the secondary payment method to be charged without advanced notice of the secondary payment method being charged.

Clients understands and acknowledges that this Client ACH Agreement & Authorization Form is considered "Other Terms of Use" as the phrase is referenced in the FreeeUp Client User Agreement - Terms of Use and these terms are incorporated therein. Client represents and warrants they have read, understand and accepted and agreed to the FreeeUp Client User Agreement - Terms of Use.

I acknowledge I have read, understand and agree to the Client ACH Agreement & Authorization Form set forth above.

X _____   X _____

Signed By
Signed On: February 12, 2020

Signature Certificate

Document name: Client ACH Authorization Form

🔒 Unique Document ID: 13501A9529AE9C187AE2B3444411D5E0C57AB405

LEGALLY SIGNED USING
WPesignature
Build. Track. Sign Contracts.

Timestamp	Audit
September 27, 2016 8:45 am EST	Client ACH Authorization Form Uploaded by Matt Harrison - matt@freeeup.com IP 47.205.73.94, 127.0.0.1

This audit trail report provides a detailed record of the online activity and events recorded for this contract.

🔒 Audit Trail Serial#e4c8ae11d8c9449dc52158bd9ca6253d