



Client ACH Authorization Form and Credit Card Terms

January 17, 2022

FreeUp LLC
Document Sender :
Signer:



Client ACH Authorization Form and Credit Card Terms

I hereby authorize, Plaid Financial Ltd. and Plaid, B.V. ("Plaid"), Paysimple, Inc. ("Paysimple"), BlueSnap Inc ("BlueSnap"), Armatic Inc ("Armatic") ("Payment Processor") that FreeUp uses on behalf of FreeUp LLC ("FreeUp"), to initiate ACH transactions, including debits, to the bank account information ("Client Account") that I, the Client, enter on the Plaid.com/Paysimple.com/[BlueSnap](https://BlueSnap.com)/Armatic.io/ website in order to pay amounts that I owe to FreeUp in accordance with the services for which FreeUp has been engaged as described in the Client Agreement entered into between Client and FreeUp or other understanding between FreeUp and Client and, if necessary, to initiate adjustments for any transactions credited or debited in error. Client agrees to the ACH transaction method pursuant to the Client Agreement between Client and FreeUp and this Client ACH Authorization Form ("Agreement"). Such debits will be initiated by Payment Processor on behalf of FreeUp or FreeUp 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. I represent and warrant that I have full authority to bind the organization 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 FreeUp's behalf. In the event the individual, 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 FreeUp arising out, related to associated with this Agreement.

Client understands it may be contacted by a FreeUp or a representative of Payment Processor on FreeUp'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 FreeUp's discretion.

I acknowledge and warrant 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.

The Client Bank Account information will then be stored securely inside Payment Processor. FreeUp'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 FreeUp and FreeUp has the right to withdraw funds to cover overdue invoices for services provided under the Client Agreement or other understanding between Client and FreeUp at any time. 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 FreeUp.

Client agrees to keep their Client Account information up to date on Payment Processor at all times. At FreeUp's discretion it may choose in the future to switch payment processors another provider upon prior written notice. This does not change the terms of the Agreement. Client shall indemnify all Payment Processors on behalf of FreeUp and FreeUp, 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 of any ACH or a breach of the Agreement.

In the case of an ACH being rejected for Non-Sufficient Funds (NSF) or failing I understand FreeUp may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$20 charge for each attempt returned NSF which will be initiated as a separate transaction. Client is also obligated to contact FreeUp to get the outstanding balance paid within 48 hours and this can be done using a different payment method if needed. FreeUp can also require that Client switch from ACH to another method of payment in the future by providing written notice. Client agrees that Banks'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 FreeUp and Payment Processor with the applicable change(s) with 24 hours of such change(s). In addition, Client authorizes Payment Processor on behalf of FreeUp or FreeUp to credit the applicable Client when necessary, at FreeUp'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 FreeUp Client Agreement shall control. Client agrees Client's right to refund under any applicable law shall first be subject to any offset of funds due to FreeUp with respect



to any previous transactions and/or services completed on FreeUp’s behalf, and subject to the terms and conditions of this Agreement and any other agreement between Client and FreeUp. I understand 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 FreeUp and FreeUp 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.

I understand that all payments must be made in full or another method of payment offered by FreeUp must be authorized and agreed to by FreeUp prior to revocation of this authorization.

Date:

December 21, 20

FreeUp Credit Card Terms

(1) Billing periods are Wednesday through Tuesday Eastern Standard Time, U.S.A. Client will be charged every Thursday. Client authorizes Stripe, Bluesnap, Armatic Inc. and any other payment processor (“Payment Processor”) and FreeUp LLC (“FreeUp”) to charge Client’s credit card automatically for all current and future service orders placed and for payment of invoices for current and future services agreed to by Client and FreeUp during the term of this Credit Card Term and Agreement (“Agreement”).

(2) Client understands and acknowledges that Client is solely and exclusively responsible for all transaction, credit card, chargeback fees or other fees, including late fees. Fees include:

- Domestic (U.S.) charges are subject to a 3.9% +\$0.30 processing fee
- International (Non-U.S.) charges are subject to a 3.9% +\$0.30 processing fee

(3) Client’s credit card will be retained for ongoing recurring payments of weekly invoices for services provided by the FreeUp Marketplace and the Worker(s) hired through the marketplace. Credit cards are normally charged on Thursday.

(4) Client shall contact FreeUp if there is a concern and/or dispute arising out of or relating to credit card charges and/or attempts to make payment on invoices and attempt to resolve any concern and/or dispute before seeking a chargeback, contacting its bank or taking any other action.

(5) Client agrees and warrants that it shall pay for all fees for services provided exclusively through its credits card(s) and never that of any third party for which Client may have a relationship with.

(6) Client agrees and understands that no prior notification will be provided by FreeUp of an upcoming charge and FreeUp has the right to charge for overdue invoices for services provided under the Client Agreement executed contemporaneously or in conjunction with this Agreement or other understanding between Client and FreeUp at any time.

(7) Client agrees to keep their Credit Card Account Information up to date with FreeUp at all times.

(8) At this time FreeUp uses Stripe and BlueSnap to store and process payments. At FreeUp’s discretion it may choose in the future to switch payment processors from Stripe/ Bluesnap to another provider upon prior written notice. This does not change the terms of the Client Agreement or this Agreement. Client shall indemnify Payment Processor on behalf of FreeUp and FreeUp, 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 any charge or debit to Client’s credit card.

(9) In the case of a credit card payment being declined or failing, Client understands that FreeUp may at its discretion attempt to process the charge again in 24 hours. Client is also obligated to contact FreeUp to get the outstanding balance paid within 48 hours and this can be done using a different payment method if needed.

(10) Backup credit cards/payment methods will be automatically charged if Client’s primary credit card is declined or fails after 24 hours 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. Client can contact accounting@freeup.com to add or remove backup payment methods.



- (11) The individual providing the payment information for Client represents and warrants they have full and unrestricted authority to enter into this Authorization Agreement, and to provide the payment information, on behalf of Client. In the event the individual, on behalf of Client, does not have full and unrestricted authority to enter into this Authorization Agreement, or provide the payment information, they agree they can be jointly and severally liable for any damages incurred by FreeUp arising out, related to associated with this Authorization Agreement.
- (12) Client understands this authorization shall remain in effect unless and until revoked in writing by an authorized representative of Client but is conditioned wholly upon Payment Processor and FreeUp each receiving such notice and each having reasonable time, at least 15 days prior to the next billing date, to act upon such notice. Client understand that all payments must made in full, or another method of payment offered by FreeUp must be authorized and agreed to by FreeUp, prior to revocation of this Authorization Agreement.
- (13) The terms and conditions of the Client Agreement are incorporated fully and absolutely herein.

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Signed By Matt Harrison
Signed On: January 17, 2022



Signature Certificate

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Terms

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