

## **ACH PAYMENT TERMS AND CONDITIONS**

“Sedera” refers to Sedera, Inc. a Delaware Corporation. “You” or “your” refers to the Client specified in the Sedera Services Agreement on whose behalf you are acting. Sedera and You are collectively referred to as the “Parties.” As previously agreed, Sedera will automatically draft your monthly invoice amounts from your existing bank accounts and deposit them on your behalf in your Medical Cost Sharing Account and/or Sedera will automatically draft your monthly invoice amounts from your consolidated biller and deposit them on your behalf in your Medical Cost Sharing Account

**ACH Services Authorization General Terms.** You agree that:

- You have read, understand and agree to these ACH Payment Terms and Conditions (“ACH Terms”);
- This constitutes a written agreement and signature by You under any applicable law or regulation;
- You have read, understand and accept the Sedera Privacy Policy, which is fully incorporated into these ACH Terms;
- You have previously executed a Sedera Services Agreement with supporting exhibits;
- You authorize Sedera and/or its ACH partners to electronically debit and credit the specified amounts from your designated account at your designated U.S. depository financial institution, including, if necessary, to correct erroneous debits and credits;
- You authorize Sedera and/or its business partners to make any inquiries necessary to investigate any dispute or problem involving your ACH payments, which may include ordering a credit report and performing other credit checks or verifying information You provided against third-party databases;
- If Sedera receives an ACH notice of change from your bank or consolidated biller that your bank account has changed, You authorize us to make such changes as notified by your bank or consolidated biller.

- This authorization will remain in full force and effect until You notify us that You wish to revoke this authorization and remove the ACH payment feature from your Sedera membership by contacting Member Services via phone at (855) 973-3372 or via email at [memberservices@sedera.com](mailto:memberservices@sedera.com);
- To assist us in sending and receiving funds, Sedera has currently contracted with Dwolla, Inc. (“Dwolla”), an ACH payments provider. You will be required to agree to Dwolla’s Terms and Conditions and Privacy Policy prior to the initiation of this service. You also specifically consent to Sedera sharing information about You with Dwolla, Inc., and /or other ACH partners for the purpose of facilitating these transactions.
- In order to use the payment functionality of Sedera’s application, you must open a “Dwolla Platform” account provide by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla’s financial institution partners as set out in the [Dwolla Terms of Service](#). You authorize Sedera to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through Sedera’s application, and Dwolla account notifications will be sent by Sedera, not Dwolla. Sedera will provide customer support for your Dwolla account activity and can be reached at (855) 973-3372 or via email at [memberservices@sedera.com](mailto:memberservices@sedera.com).

#### **Use of ACH Services.**

- In order to access certain ACH services, You may be required to provide information about your company/sponsoring entity/third-party biller as part of the registration

process, or as part of your continued use of ACH services. You agree that any registration information You give to Sedera will always be accurate, correct and up to date.

- You agree to use ACH services only for the purposes that are permitted by the terms of service and any applicable law or regulation.
- You agree not to access or attempt to access any of the ACH services by any means other than through the interface that is provided by Sedera, unless You have been specifically allowed to do so in a separate agreement with Sedera. You specifically agree not to access or attempt to access the ACH services through any automated means.
- You agree that You will not engage in any activity that interferes or disrupts Sedera's ACH services, including the servers and networks which are connected to the Services.

**Password and Account Security.** You agree that:

- You are responsible for maintaining the confidentiality of all passwords and/or user names associated with any account You use to access the ACH services.
- You will be solely responsible to Sedera for all activities that occur under your account.
- If You become aware of any unauthorized use of your password of your account, You agree to notify Sedera immediately at (855) 973-3372 or via email at [memberservices@sedera.com](mailto:memberservices@sedera.com).

**Limitation of Liability/No Warranty.** Sedera will use its best efforts to make sure that all ACH payments are made correctly. Sedera, however, will incur no liability if it is unable to complete ACH transaction because:

- Your account does not contain sufficient funds to complete the transaction or because the transaction would exceed your overdraft credit limit;

- Your bank account is closed or restricts withdrawals;
- Your bank of financial institution refuses to honor/process the transaction
- Circumstances beyond Sedera's control, such as a flood, fire, power outages, mechanical failures, system failures, strikes, labor disputes, terrorism, computer breakdown, telephone line disruption or natural disaster;
- ACH services have been disabled or suspended;

Sedera's liability for any improper debit from your bank account due to a bona fide error on its part will be limited to the amount improperly debited. Sedera is not liable for any improper debits from your bank account caused by any third party.

Except as may be expressly set forth in these ACH Terms or prohibited by applicable law, Sedera and its directors, officers and employees disclaim all warranties of any kind, expressed or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights. Sedera makes no warranty or representation regarding the results that may be obtained from the use of the ACH services, the accuracy or reliability of any information obtained through the ACH services, the accuracy of any information retrieved from any financial institution holding an account from which a debit or credit is made. Sedera makes not representation that the ACH service will meet any requirements of any user, be uninterrupted, timely, secure or error free.

**Bank Account Verification.** By giving Sedera your bank account information and/or consolidated biller information, You represent and warrant that:

- You are legally authorized to provide such information to us;
- You are legally authorized to complete transactions with the bank account;
- Your actions do not violate the terms and conditions of the bank account or any applicable law;
- You have full authority to agree to/enter into these ACH Terms.

**Resubmitting of Transactions.** You authorize us to resubmit a transaction to your bank that was previously returned by your bank if (a) the transaction was returned for insufficient or

uncollected funds; (b) the transaction was returned for stopped payment and resubmission has been authorized by You; or (c) we have taken corrective action to remedy the reason for the return. We may, in our sole discretion and subject to applicable law, resubmit a transaction that was previously returned up to two times within 180 days after the date of the original transaction. In addition to any other rights or fees to which Sedera is entitled to under any agreement with You, if a transaction is returned unpaid, You authorize us to make a one-time electronic fund transfer from your bank account to collect an additional returned transaction fee of \$25.

**Indemnity.** In consideration of these ACH Terms to allow payment by ACH transfer, I agree to indemnify and hold Sedera harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, in connection with or arising out of Sedera acting upon instructions or information from You in connection with these ACH Terms, including, but not limited to the initiation and/or receipt of ACH transactions. This indemnity shall not be effective to relieve and indemnify Sedera against its gross negligence, bad faith, or willful misconduct.

**Amendment of Terms.** We may modify or add to these ACH Terms at any time in our sole discretion subject to applicable law. If we modify these ACH Terms, we may require You to affirmatively accept the modified version of these ACH Terms in order to continue using this service. Modified versions of these ACH Terms will not apply retroactively to disputes that arise prior to the effective date of such modified version. Whether or not we require You to affirmatively accept any modified version of these ACH Terms, your continued access to and use of the ACH service after the effective date of any modified version of these ACH Terms will constitute your acceptance of such version. If You do not agree to these ACH Terms or any modified version of them, your sole recourse is to terminate your use of ACH as a method of payment.

**Termination.** Except as otherwise prohibited by law and without limiting any other provisions of these ACH Terms, we may, in our sole discretion, terminate these ACH Terms and your access to and use of ACH services, without notice and liability to You or any third party, at any time and for any reason, including, but not limited to, your actual or suspected violation of these ACH Terms or applicable law. Suspension or termination of these ACH Terms will not affect any of Sedera's rights or your obligations under any other agreement.

**Successors and Assigns.** These ACH terms shall be binding upon the Parties and their heirs, legal representatives, successors and assigns.

**Survival.** Subject to the limitations and other provisions of these ACH Terms: (a) the representations and warranties of the Parties contained herein will survive the suspension or termination of these ACH Terms; and (b) the Indemnity, Governing Law, Mediation and Arbitration sections of these ACH Terms, as well as any other that, in order to give proper effect to its intent, should survive such suspension or termination, will survive such suspension or termination.

**Governing Law.** These ACH Terms shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

**Mediation.** If a dispute cannot be settled through good faith negotiation between the Parties, then either Party shall demand within (60) days that the dispute be submitted to non-binding mediation conducted by a mutually acceptable alternate dispute resolution organization. Each Party shall bear its own expenses, but those related to the compensation of the mediator shall be borne equally. The Parties, their representatives, other participants, and the mediator shall hold the existence, content and result of mediation in confidence. The mediation shall be conducted in Travis County, Texas. If the Parties are unable to resolve their dispute by Mediation, then upon demand by either Party, all disputes, claims, questions or differences shall proceed to Arbitration as set forth in these ACH Terms.

**Arbitration.** Any controversy, claim or dispute arising out of or relating to these ACH Terms, or breach thereof, that cannot be amicably resolved through negotiation between the Parties, shall be settled by final and binding Arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including Emergency Interim Relief Procedures, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceedings will be conducted in Travis County, Texas. The Arbitrator(s) shall award to the substantially prevailing Party, if any, as determined by the Arbitrator(s), all of its costs and fees. "Cost and fees" mean all reasonable pre-award expenses of the arbitration, including the Arbitrator(s)' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees.

**ACH TERMS LAST UPDATED: December 1st, 2018.**