

This Fee and ACH Authorization Agreement (this “**Agreement**”) is between you and Credzu, LLC (also referred to as “we” and “us”) (together referred to as the “**Parties**”). This Agreement provides information on the fees Credzu, LLC (“**Credzu**”) charges for use of the Site’s communication, billing, dispute resolution and payment services, and includes eligible Users’ authorization for payments from and to their designated bank accounts via the automated clearing house network (“**ACH**”). This Agreement is part of the Terms of Service. Capitalized terms not defined in this Agreement are defined in the User Agreement, Site Terms of Use, or elsewhere in the Terms of Service.

By clicking to accept the Terms of Service on the Site or by continuing to use the Site or the Site Services on or after the effective date noted above, you accept and agree to this Agreement. We may modify this Agreement without prior notice to you, and any revisions to this Agreement will take effect when posted on the Site unless otherwise stated.

## **FEES CHARGED TO SERVICE PROVIDERS**

Pursuant to the User Agreement, we charge Service Providers a Service Fee for each payment their Consumer makes to the Service Provider on a Service Contract.

You hereby authorize us to charge to you and to collect from you (consistent with this Agreement, the User Agreement, or elsewhere in the Terms of Service) any fees, charges, or taxes.

We will charge you a Service Fee based on the total Service Provider Fees collected by you from your Consumer (less any refunds or reversals) for the duration of your relationship with your Consumer (the “**Engagement Relationship**”).

Credzu is entitled to 20% and will charge the Service Provider for every dollar processed through Credzu, held in Escrow, and earned by a Service Provider for Service performed by the Service Provider for the Consumer. The processing of such fees will flow as follows:

- The amount due for Services will be withdrawn from a Consumer’s bank account through ACH and placed in escrow in that Consumer’s digital wallet at Credzu.
- Once the Service Provider performs Services for the Consumer as agreed to in the respective Service Contract between Consumer and Service Provider, Credzu will withdraw the amount earned by the Service Provider from the escrowed funds in the Consumer’s digital wallet and transfer said funds to the Service Provider’s digital wallet.
- Once any transfer from a Consumer’s digital wallet to a Service Provider’s digital wallet is completed, Credzu will withdraw 20% of that amount and transfer it into Credzu’s digital wallet and, as soon as practicably possible thereafter, transfer funds held in Service Provider’s digital wall it to Service Provider’s bank account through ACH and transfer funds held in Credzu’s digital wallet to Credzu’s bank account through ACH.

## **AUTHORIZATION FOR ACH DEBITS AND CREDITS AND OTHER TRANSACTIONS**

If and to the extent permitted by Credzu in its sole discretion, Users may pay fees owed under the Terms of Service from their designated bank accounts. Subject to Credzu’s eligibility requirements, if you elect to pay Service Provider Fees or any other amounts owed under the Terms of Service via ACH transfers from your designated bank account, you hereby authorize us to electronically debit and, if necessary, electronically credit your designated bank account via ACH for such amounts pursuant to the Terms of Service, and you agree to comply with the ACH rules issued by the National Automated Clearing House (“**NACHA**”) and all applicable laws, including, but not limited to, the federal Bank Secrecy Act, the U.S.A. Patriot Act, and economic sanctions overseen by the Office of Foreign Assets Control (OFAC). This, your authorization for ACH transfers, will remain in full force and effect until you notify us that you wish to revoke your authorization by removing your bank account information from your Profile or by emailing [billing@credzu.com](mailto:billing@credzu.com). You understand that we require at least one (1) business day’s prior notice in order to cancel your authorization for ACH transfers.

You must notify us of any change in your designated bank account’s information at least five (5) business days before any such change by updating your bank account information in your Profile or by emailing [billing@credzu.com](mailto:billing@credzu.com). If we do not receive notice at least five (5) days before any such change, we may attempt, in our sole discretion, to

implement such change prior to any ACH debit or credit transfer performed pursuant to your authorization provided in this Section 6. However, we assume no responsibility for our failure to do so.

You may view a history of your Account transactions by logging in to the Site. You are solely responsible for promptly reconciling your Account transaction history with the transaction records for your bank account. You must notify us of any errors or discrepancies in your Account transaction history (each, an “**Error**”) within 30 days of when the Error could be viewed in your Account transaction history on the Site. If you do not notify us of an Error within 30 days of when the Error could be viewed in your Account transaction history on the Site, you will forfeit the right to contest the Error, except to the extent such forfeiture is prohibited by applicable law or the NACHA rules.

Subject to the foregoing notice requirement: (a) if and to the extent an Error is caused by us, we will correct the Error and (b) if an Error is caused by you, we may, but are under no obligation to, attempt to correct the Error and will offset any costs we incur from any funds returned to your bank account or your Consumer Escrow Account, as applicable.