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# ACH Services Addendum

This ACH Services Addendum (“**ACH Addendum**”) will apply and become effective upon Merchant’s use of the Services set for herein.

This ACH Addendum supplements the Master Payment Services Agreement (“**Agreement**”) between Vantage Card Services, Inc. (“**Vantage**”), and the business entity (“**Merchant**”) set forth on the Merchant Application form (“**Merchant Application**”). Capitalized terms used but not defined in this ACH Addendum will have the definitions ascribed to them in the Agreement.

## 1 ACH SERVICES.

### 1.1 DEFINITIONS.

Any capitalized term used but not defined in ACH Addendum shall have the meaning set forth in the latest version of the Nacha Operating Rules (the “**NACHA Rules**”). Each ACH Entry will be considered a Transaction for purposes of this ACH Addendum.

### 1.2 DESCRIPTION.

Subject to the terms and conditions in this ACH Addendum, the Services will allow Merchant to originate ACH Entries as an Originator, and Vantage will submit or cause to be submitted into the ACH system such Entries. When submitting Transactions over the ACH Network, Merchant must comply with the Nacha Operating Rules. Copies of the NACHA Operating Rules and Guidelines are available for review online at https://nachaoperatingrulesonline.org/.

## 2 ENTRY RIGHTS AND REQUIREMENTS.

### 2.1 ENTITY RIGHTS

Merchant authorizes Vantage to receive, process, and initiate Entries prepared by Merchant in accordance with Merchant’s requests or instructions. Vantage’s processing of any Entry does not constitute a representation or endorsement that such Entry is complete, accurate, or compliant with the Rules, Laws, or Policies. Vantage may rely on the routing number and account number that Merchant provides in connection with an Entry. Vantage will not be liable for any rejected Entry and Merchant is responsible for modifying and resubmitting such Entry or otherwise handling the payments or charges with the counter-party. Vantage may, but will have no obligation to, remake or resubmit any rejected Entry on behalf of Merchant. Merchant understands that the RDFI or Receiver may stop payment on, return, or decline any Entry or portion thereof in accordance with the NACHA Rules and any applicable Laws. Vantage will not be responsible for any Entry which is returned or declined and Merchant is solely responsible for remaking and resubmitting the Entry in accordance with the NACHA Rules or otherwise handling the payments or charges with the counter-party. Merchant will not resubmit any Entry in violation of the NACHA Rules. Merchant shall immediate reimburse Vantage for all funds Merchant received in connection with any Entry subject to a stop payment, return, or decline, or other reversal and Vantage may immediately debit Merchant’s depository account for such amounts. Vantage will endeavor to promptly submit and cause the processing of any Entry prepared by Merchant that is complete, accurate, and compliant with the Rules, Laws, and Policies, but shall have no obligation to timely submit or cause the processing of any Entry and will not be liable for any delay for any reason. Merchant will have no right to cancel or revoke any Entry after submission of such Entry or a request that Vantage prepare such Entry. Vantage may, at its sole discretion, use reasonable efforts to act on a cancellation or revocation request received from Merchant with respect to an Entry, but will have no liability if such cancellation or revocation is not successful, and Merchant will reimburse Vantage for all expenses, losses, damages, or other amounts Vantage incurs in connection with its reasonable efforts to effectuate Merchant’s request. If permitted by the NACHA Rules, Merchant may submit reversing Entries or adjustment Entries, and Vantage is authorized to debit or credit Merchant’s depository account in accordance with all such Entries.

### 2.2 ENTRY REQUIREMENTS.

Merchant assumes all responsibilities of an Originator under the NACHA Rules. Merchant will ensure that all proper authorizations are obtained and that all Laws and the Nacha Rules are complied with regarding each Entry, including ensuring each authorization is understood by the counter-party and providing the counter-party with a copy of the executed authorization. Merchant will provide the counter-party with appropriate prior written notice when required by the NACHA Rules, including but not limited to notice of any amount changes or billing day changes associated with previously authorized or recurring Entries. Merchant will under no circumstances submit an Entry to Vantage which is not authorized or which is under dispute. Merchant will obtain and maintain all information regarding or related to an ACH transaction which may be required by Vantage or under the NACHA Rules. Merchant will retain the original authorization for the longer of: five (5) years after such authorization has expired; or the period of time required by the NACHA Rules or any Laws. Merchant must maintain data sufficient to provide or reconstruct any authorization and provide Vantage with evidence of that authorization upon request. To the extent it prepares the Entries, Merchant will format each Entry in accordance with the NACHA Rules and the Policies (defined below) by the cutoff time established (and as may be modified) by Vantage. Entries not received by the cutoff time will be processed on the next business day. Each Entry must specify Merchant as the Originator. Vantage may refuse to process any Entry which Vantage, in its sole discretion, believes to violate any Law or Nacha Rule, lacks sufficient records or authorization, or otherwise is not prepared in accordance with this ACH Addendum. Vantage may, at its sole discretion, process the Entries in any order and select the routes and ODFIs for the processing of the Entry and the transfer of related funds. Vantage may, at its sole discretion, establish or modify limits on the aggregate dollar volume of unsettled Entries permitted to be outstanding at any time, and will communicate such limits to Merchant. Merchant will not submit any Entry which would cause the aggregate dollar volume of unsettled Entries to exceed such limits. If Merchant does submit an Entry which would cause the aggregate dollar volume of unsettled Entries to exceed such limits, Vantage may, in its sole discretion, reject such Entry or suspend such Entry and process the Entry once a sufficient amount of the outstanding Entries have settled such that submission and processing would not cause Merchant to exceed the set limits. Vantage may, on a case by case basis and at its sole discretion, make an exception and process one or more Entries which would cause Merchant to exceed its limits.

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## 3 PAYMENTS.

All payments made to Merchant or any other recipient of funds in connection with an Entry are provisional until receipt of final settlement which is not subject to reversal, return, or other dispute. If the funds are not settled, RDFI will be entitled to a refund from Merchant or any other recipient of funds and Vantage may immediately withdraw from Merchant's depository all such amounts. Merchant authorizes Vantage or its third-party service providers to debit or credit Merchant's depository account to effect settlement of any Entry, or offset any amount due to Vantage from the proceeds of any Entry due to Merchant. Merchant will monitor all ACH activity on a daily basis and immediately notify Vantage of any discrepancy between Merchant's records and any transaction or any reporting when made available. Vantage will have no liability for, and will not reimburse Merchant for, any loss, error, or other obligation related to such discrepancy which is not reported to Vantage within one business day of the corresponding ACH transaction. This one business day timeframe is imposed due to the time limits imposed by NACHA on reversing ACH transactions, shall apply only for ACH transactions, and will, only with respect to ACH transactions, supersede any other notice period set forth in the Agreement.

## 4 COMPLIANCE.

### 4.1 REQUESTS FOR COMPLIANCE INFORMATION

By collecting funds through ACH Transactions and as required by the Nacha Rules, Merchant will provide information and documentation requested by Vantage or the Originating Depository Financial Institution (or their designated third-party auditor) for the purpose of ensuring Merchant's compliance with this Agreement and the Nacha Rules upon reasonable notice. Merchant agrees to cooperate with any request for compliance information and to respond to reasonable requests for information necessary to complete the compliance review in a timely manner. Vantage may suspend or terminate Merchant's access to the ACH Services immediately if Merchant fails to provide information or documentation Vantage requests under this Section.

### 4.2 BANK SECRECY ACT AND SANCTIONS

Merchant will comply with all obligations under all applicable Laws, including but not limited to the Bank Secrecy Act, the Electronic Funds Transfer Act, anti-money laundering regulations, and the regulations and sanctions of the Office of Foreign Asset Control. Merchant will immediately notify Vantage of any regulatory enforcement actions or any actual or suspected failure to comply with any applicable Laws. Merchant will maintain the confidentiality of all passwords, codes, security devices, and related instructions provided to Merchant for the Services, ACH or otherwise. Merchant authorizes Vantage to act on each Entry or request and Merchant will be obligated to pay Vantage the corresponding fees. Vantage may place a hold on or interplead any proceeds or other funds of any transaction if Vantage receives a request to do so or other demand or claim with respect to such proceeds or other funds.

## 5 ACH REPRESENTATIONS AND WARRANTIES.

In addition to all other representations and warranties of Merchant set forth in this ACH Addendum, for each Entry submitted by, on behalf of, or through Merchant to Vantage, Merchant represents and warrants at the time of submission of each Entry: (a) Merchant has obtained the written authorization of each individual or entity whose account is debited or credited by an Entry prior to originating such entry; (b) the obtained authorization is in effect at the time the Entry was submitted; (c) the obtained authorization will remain in effect until such Entry is processed; (d) the obtained authorization is for the date and dollar amount set forth in the Entry; (e) such Entry is authentic, accurate, and conforms to all NACHA Rules; (f) such Entry complies with all Nacha Rules, Policies and Laws; (g) each debit in an Entry is for an amount due and owing to Merchant on the date specified in the Entry for posting to the counter-party's account; and (h) Merchant has not used any third party other than Vantage and/or any Vantage approved third party software solution to assist with the origination of any Entry pursuant to this ACH Addendum.

## 6 LIABILITY.

Merchant will be solely liable and responsible for any inaccuracy in any information provided to Vantage in connection with this ACH Addendum, including but not limited to the information contained in any Entry, and any fees, fines, penalties, losses, damages, or other amounts resulting from the processing of any Entry pursuant to this ACH Addendum. Merchant understands that any inaccuracy in information provided to Vantage may result in unintended processing, inaccurate processing, or the failure to process any transaction, and that all liability associated with the foregoing is the responsibility of Merchant. Vantage has no responsibility to detect or report any errors or inaccuracies in information provided by Merchant and will not be liable for any information provided by Merchant which is inaccurate, incomplete, or otherwise incorrect. Merchant's obligation to pay for an Entry is not excused if such Entry describes an authorizing party inconsistently or incorrectly by name or account number, even if the RDFI identifies a person different than the named party associated with the account. Vantage may credit Merchant's depository account, set off against amounts due to Merchant, or otherwise demand from Merchant and Merchant shall immediately pay the amount of any credits due under an Entry, return, reversal, adjustment, reclamation, claim, or amount incurred by Vantage in connection with any Entry (including but not limited to any fines or penalties associated with the breach of any applicable Laws). Merchant's obligation to pay all such amounts to Vantage shall not be subject to any reduction, setoff, defense, counterclaim, deferment, or right of recoupment. If information supplied by Merchant, including but not limited to an ABA routing number or account number, is incorrect, Vantage may attempt to assist Merchant in the recovery of such funds but will have no liability as to restitution of the same.

## 7. Warranty

Merchant warrants to Vantage, as an Originator of Transactions made under the Nacha Operating Rules, that no Transaction, if accepted by the Originating Depository Financial Institution, will cause Vantage or the Originating Depository Financial Institution to be in violation of any Law.

**LAST UPDATED 10/1/2025**