



**SYNOVUS®**

## Accelerate AR Biller Service Addendum

**Synovus Treasury Management Services**  
**Accelerate AR Biller / AR Aggregator Service Addendum**

**Acceptance of Accelerate AR Biller/AR Aggregator Services.** By selecting the Accelerate AR Biller/AR Aggregator Services (the “**AR Biller/AR Aggregator Services**”) on the Enrollment Form, you agree to the terms of this Accelerate AR Biller/AR Aggregator Services Addendum (the “**AR Biller/AR Aggregator Services Addendum**”) and this Accelerate AR Biller/AR Aggregator Services Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this AR Biller/AR Aggregator Services Addendum, shall constitute one “**Accelerate AR Service Agreement**”, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the AR Biller/AR Aggregator Services. Customer acknowledges the receipt of a copy of this AR Biller/AR Aggregator Services Addendum and the current Master Services Agreement. This AR Biller/AR Aggregator Services Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this AR Biller/AR Aggregator Services Addendum, the terms of this AR Biller/AR Aggregator Services Addendum will control with respect to the AR Biller/AR Aggregator Services, but only to the extent necessary to resolve the discrepancy or inconsistency.

1. **Service Fees.** The fees for the AR Biller/AR Aggregator Service are set forth in the Fee Schedule which is made a part hereof by this reference. The applicable fees will be charged whether or not the AR Biller/AR Aggregator Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the fees from your designated Account. All of your other Account fees will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
2. **Services Description.**
  - a. **AR Biller Services.** The AR Biller Service provides you the ability to process a payment of your customer's bill (each, a “Payment” and collectively, “Payments”) by Automated Clearing House (“ACH”) and credit/debit card payments via the Internet, touch-tone phone system (“IVR”), real-time payment Application Programming Interface (API), or a web-based customer service representative (“CSR”) payment entry interface. Payments submitted by your customers are debited from your customers' designated bank accounts.
  - b. At your customer's instruction, Bank will process Payments of your customer's bill. Bank has payment and service systems to maximize the electronic delivery of Payments, and to minimize or eliminate the use of paper checks (the “Systems”). Payment instructions will be processed on the same day as Payment requests are received by Bank from your customers (the “Same-Day Payments”). Terms herein that are specific to Same Day Payments shall apply if Same Day Payments are mutually agreed and implemented by the parties. A “Banking Business Day” is defined as each day, Monday through Friday that is not a Federal Reserve holiday. Payment requests that are received after the mutually agreed cut-off time for a Customer to make a Same Day Payment, or on a day other than a Banking Business Day, are not eligible to be processed as a Same Day Payment. For the purposes of this Agreement, Payments shall include all payments unless specified as solely Same-Day Payments. Bank may revise or update the Services and/or any related documentation and materials at any time upon notice to you.
  - c. You acknowledge that Payments will not be transmitted electronically in the following circumstances:
    - i. Where the customer utilizes a financial institution that is not accessible through ACH; and/or
    - ii. Where the customer's account number is incomplete, incorrect, or otherwise fails the account number edit procedures established by Bank.
  - d. Bank will process Payments and make the relevant Payment data files available to you for posting, and Bank will process Same-Day Payments and make the relevant data files available to you for posting.
  - e. You will reimburse Bank for the dollar amount of Payments credited to you and returned unpaid to Bank, irrespective of the reason for the return (“Returned Item”). In the event you fail to reimburse us for such amounts, Bank shall invoice you for all such Returned Items, in which case you shall immediately pay such amounts to Bank.
  - f. No Payment transmitted hereunder may be rejected by you unless the remittance data for such Payment is incorrect or incomplete or the account is blocked or closed. As the case may be, you will, or you will cause Bank (upon notice and a reasonable time to act upon such notice) to: (i) retrieve Data File(s) each day; (ii) promptly post the Payments; (iii) return to Bank in a mutually agreed upon format any Payments that cannot be posted; (iv) maintain current contact and notification information with Bank.
  - g. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE PAYMENTS YOU MAKE USING THE ELECTRONIC PAYMENTS SERVICES MEET BILL PAYMENT REQUIREMENTS, INCLUDING WITHOUT LIMITATION ANY SECURITY OR REGULATORY REQUIREMENTS OR STANDARDS. IF YOU DETERMINE THAT ANY SUCH PAYMENT DOES NOT MEET SUCH REQUIREMENTS AND STANDARDS, YOU SHOULD NOT USE THE SERVICES FOR SUCH PAYMENT.
  - h. You will provide Bank with the following information:
    - Your name
    - Your profile (name, address, phone number, fax number)

- Indicate if you are requesting enrollment for Same-Day Payments
  - Any other information or documentation needed by Bank to provide the Services
- i. You shall not, directly or indirectly: (a) reverse engineer, copy (other than as necessary for you to exploit the license granted above), make derivative works, disassemble, decompile, or modify the Services; or (b) facilitate, create, or maintain any unauthorized connection or access to the Services, including, without limitation, under any circumstance rent, lease, lend, or otherwise provide access to the Services to any third person.
  - j. Bank reserves all rights not expressly granted to you. Bank shall have the right to limit or suspend access in accordance with this Agreement.
  - k. Each party will comply with all laws, rules, and regulations that apply to its business and these Services, including without limitation: (i) the ACH Rules published by the National Automated Clearing House Association, (ii) any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury, (iii) the USA Patriot Act, the federal Bank Secrecy Act, and any implementing regulations as may be in effect from time to time, and (iv) any and all statutes or regulations of any state relating to money transmission, as the same may be amended and in effect from time to time. You will maintain all licenses and registrations that are necessary for your business.
  - l. In addition to payment of Fees, you shall be responsible for any taxes or other expenses, fees, and charges imposed by a governmental agency arising out of or incidental to Bank's or your use of the Service ("Expenses"), excluding taxes, expenses, fees or charges based on the income or property of Bank. You are responsible for the payment of all Expenses, provided that Bank submits an invoice to you for such amounts, along with supporting documentation, and shall reimburse Bank for those Expenses that Bank is required to remit on your behalf.
  - m. Telecommunication costs are your responsibility. Should out-of-pocket telecommunication costs be incurred by Bank, they will be documented and invoiced to you at cost. Bank will provide notice to you prior to any such cost being incurred.
  - n. Mutually Agreed Upon Operational Details: The maximum amount of each Payment to be remitted electronically through the Service (excluding Same-Day Payments) will be determined pursuant to the applicable Agent Authorization Agreement agreed to between you and Bank.
  - o. TERM AND TERMINATION.
    - i. If at any time Bank discovers or suspects you have not complied or are not complying with applicable laws, rules, or regulations, you are involved in any fraudulent or illegal activity, you no longer meet Bank's or Bill Payment Vendor's (or its processors' or routing banks') Merchant requirements, or otherwise pose risk to Bank, Bank shall in its sole discretion have the right to terminate this Agreement immediately upon notice
    - ii. In the event you owe us any amounts hereunder upon termination (including without limitation for Reversed Items) and Bank is unable to obtain such amounts, you shall pay such amounts to us promptly upon notification.