

# Terms and Conditions Update: FAQs

## Which Terms and Conditions will be changing?

We are updating the Merchant Card Processing Agreement and the ACH Agreement.

## Why are there changes being made?

Following Base Commerce, LLC's sale of substantially all of its assets to Base Commerce Acquisition Company, LLC, we have updated the Merchant Card Processing Agreement and ACH Agreement to reflect that change and properly identify the Processor – which is now Base Commerce Acquisition Company, LLC.

In addition to this change, we have changed our address and updated the ACH Agreement to the new location.

## What are the changes?

In the Merchant Card Processing Agreement, the changes are as follows, as reflected by underlined text:

This Merchant Card Processing Agreement is for merchant card payment processing services between the merchant ("Merchant") that signed the Application (the "Application") and Fresno First Bank ("Merchant Bank") and Base Commerce Acquisition Company, LLC ("Processor"). The Processor and Merchant Bank are collectively hereinafter referred to as the "Bank." Processor and Merchant Bank reserve the right to allocate Bank's duties and obligations amongst themselves as they deem appropriate without notice to Merchant and in their sole and absolute discretion, and Merchant Bank or Processor may jointly or individually assert or exercise any rights or remedies provided to Bank under this Agreement as well as all applicable ACH Rules, Operating Rules, and laws, rules, and regulations.

In the ACH Agreement, the changes are as follows, as reflected by underlined text:

**1.0** These ACH Agreement Terms and Conditions govern the relationship between the company ("Merchant") named on the Merchant Application ("Application") to which these Terms and Conditions are incorporated or attached and Base Commerce Acquisition Company, LLC ("BASE COMMERCE"). The Application, ACH Agreement Terms and Conditions, Personal Guaranty, and any addenda pertaining to ACH transactions thereto, as amended from time to time, are

collectively referred to herein as the "Agreement." Merchant agrees to be bound by the terms of the Agreement as stated herein. Each of the individuals signing the Agreement represents and warrants that he or she has the full power and authority to bind the party (Merchant) identified above his or her name.

**4.8 NOTICES.** Each notice required by this Agreement shall be in writing and will be effective when sent unless notice is provided by First Class Mail, return receipt requested, which shall be effective when received. Notice may be provided by:

1. To Merchant:

- a. by First Class Mail, return receipt requested, at the Merchant's business address listed in this Agreement;
- b. by facsimile at Merchant's fax number currently on file;
- c. by electronic mail at the Merchant's email address currently on file; or
- d. by posting notice to the Merchant Portal, which shall be effective at the next Merchant login to the Merchant Portal.

2. To BASE COMMERCE:

- a. by First Class Mail, return receipt requested to 1375 N. Scottsdale Rd., Suite 400, Scottsdale, AZ 85257; or
- b. by email to [Legal@BaseCommerce.com](mailto:Legal@BaseCommerce.com)

#### **Where can I obtain a complete copy of the Merchant Card Processing Agreement and the ACH Agreement?**

You can download a copy of the updated Fresno Merchant Card Processing Agreement at: <https://www.basecommerce.com/docs/fresno/merchant-agreement-v5.01.21.pdf>.

You can download a copy of the updated ACH Agreement at: <https://www.basecommerce.com/docs/ach-agreement-v7.01.21.pdf>.

#### **When will these changes be effective?**

Changes are effective immediately. Merchant need not take any action to make the changes effective.