

OPTIMA HR SERVICE

ACH (EFT) AUTHORIZATION AGREEMENT & TERMS AND CONDITIONS

1. Authorization for Recurring ACH Debits

By providing banking information and agreeing to these terms, you authorize Optima HR Service ("Optima") to initiate recurring electronic debit entries (ACH/EFT) to your designated bank account for payment of services. You understand that ACH debits may appear on your bank statement under the name "Optima HR Service," "DiCesare and Associates," or a related entity.

You certify that you are an authorized signer on the account and that all information provided is accurate. This authorization is governed by applicable ACH network rules (NACHA Operating Rules) and applicable federal laws. This authorization applies to all services billed by Optima and remains in effect until revoked in accordance with this Agreement. This authorization is intended for business-related transactions; however, where consumer transactions apply, applicable consumer protections under ACH rules may apply.

2. Payment Amount and Authorization

You understand that payment amounts may vary based on:

- Services provided
- Changes to service levels
- Adjustments in agreed fees

Optima will provide at least ten (10) days' advance notice prior to any change in recurring payment amounts. Continued use of services constitutes acceptance of such changes. If authorization is revoked, a new authorization must be submitted before ACH payments can resume. or the full amount due, including any applicable fees, as reflected in applicable invoices or service agreements.

3. Payment Schedule

Debits will occur on a monthly basis on the agreed billing date, or the next business day if the scheduled date falls on a weekend or holiday. Processing dates may vary based on banking systems and processing timelines. The initial debit may occur upon commencement of services or upon execution of this authorization.

4. Returned Payments and Reattempts

If a payment is returned due to insufficient funds or other issues:

- Optima may reinitiate the debit up to two (2) additional times within thirty (30) days of the original draft date.

- Services may be suspended or terminated if payment is not successfully collected.

Optima reserves the right to apply payments to outstanding balances in its discretion.

5. Fees

You authorize Optima to charge:

- \$5 fee for each failed or returned payment

- \$30 fee for stop payments or customer-initiated returns, including those requiring reinstatement of services.

These fees may be debited from the same authorized account. Each reattempt or returned transaction may result in a separate fee. Such fees may be assessed without additional notice.

6. Cancellation and Revocation

You may revoke this authorization at any time by providing written notice to Optima via email (info@optimabenefitsgroup.com) or other designated communication method at least ten (10) days prior to the next scheduled debit. Requests received fewer than ten (10) business days prior to a scheduled debit may not be processed in time to stop that debit.

Revocation of ACH authorization does not cancel services. Separate notice is required to terminate services. You agree to first contact Optima to resolve any payment concerns prior to initiating a dispute with your financial institution.

7. Account Changes

Changes to banking information must be submitted at least ten (10) days before the next scheduled debit. For business accounts, you acknowledge that your rights to dispute or reverse ACH transactions may be more limited than those for consumer accounts under applicable banking rules.

8. Error Resolution

If you believe an unauthorized or incorrect debit has occurred, you must notify Optima within sixty (60) days.

Optima will investigate and correct confirmed errors where applicable. Resolution timelines may vary depending on the nature of the issue and cooperation of financial institutions.

9. Liability Limitations

Optima is not liable for failed payments due to:

- Insufficient funds
- Incorrect account information
- Bank restrictions

Optima is not responsible for actions or delays caused by financial institutions or payment processors. Optima shall not be liable for indirect, incidental, or consequential damages related to payment processing.

10. No Obligation to Initiate Debit

Optima reserves the right to suspend or terminate ACH services at any time, including due to repeated returned payments or account issues.

11. Survival

The terms of this Agreement shall survive termination of services to the extent necessary to enforce payment obligations and resolve disputes.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. Electronic Authorization

By agreeing electronically or signing below, you acknowledge that you have read and understand this Agreement, accept its terms, and authorize ACH payments. This authorization is legally binding.