

# Medius Pay

## Additional Terms and Conditions

These Terms were last updated on 4 November 2024.

### Payment Modalities

Standard Payment Modalities:	Description	Services Included in Medius Pay :	Services NOT Included in Medius Pay :
<b>Standard Check Transaction Print &amp; Mail</b>	Check payments approved by the customer by cut off times* to be mailed the following business day to a domestic address via First-Class Mail.	<ul style="list-style-type: none"> <li>•Standard domestic secure check stock</li> <li>•MICR certified printing</li> <li>•Standard Double Window Security Tint Envelope (#10 White)</li> <li>•Up to 3 sheets of plain bright white paper simplex single sided printing attachments (e.g. 8 1/2 x 11" 24# )</li> <li>•Barcode/Sort/Presort/Present for domestic acceptance/delivery</li> <li>•Standard fold and document insertion</li> <li>•First Class presorted domestic postage</li> <li>•Data processing</li> <li>•Online viewing of check image</li> <li>•Electronic remittance available for suppliers registered to view information via portal</li> </ul>	<ul style="list-style-type: none"> <li>•Additional processing / insertion / paper / printing for attachments over 3 pages</li> <li>•Expanded envelope sizing for additional attachment pages (e.g. 6x9" or 9x12")</li> <li>•Non-domestic check stock</li> <li>•Non-domestic postage</li> <li>•Flat Rate Shipping</li> <li>•Set up/processing for additional check stock</li> <li>•Expedited processing/preparation services</li> <li>•Expedited/rush delivery postage via FedEx or other provider</li> <li>•Special Check Extraction/Redirect/Pull Request</li> <li>•Address verification including standardization or change of address</li> <li>•Any additional changes not listed such as form modifications, digital signatures, logos or other items that impact the printing and mailing of checks</li> </ul>
<b>Standard Check Attachments</b>	A standard letter sized document.	Up to 3 pages provided by the customer that will be printed and mailed with a check payment to a supplier.	Additional pages provided by the customer to be printed & mailed with a check payment to a supplier.
<b>Bulk Check Attachments</b>	A standard letter sized document.	Up to 10 pages provided by the customer that will be printed and mailed with a check payment to a supplier. Bulk Check Attachments require larger envelopes and may incur bulk mail postage rates.	Additional pages provided by the customer to be printed & mailed with a check payment to a supplier.
<b>Standard Wire Transfer Transaction Processing</b>	Wire Transfer includes domestic and International Wire Instructions approved by the customer by cut off times* sent to the customer's bank for fund distribution processing.	<ul style="list-style-type: none"> <li>•Secure transmission of Wire standardized format with Customer's bank (e.g. ISO 20022 or FedWire)</li> <li>•Electronic remittance delivery via email for suppliers registered to receive information</li> </ul>	<ul style="list-style-type: none"> <li>•Any additional changes not listed such as bank processing, account modification or other items that impact transmission within a standardized format</li> </ul>
<b>Standard ACH Transaction Processing</b>	ACH transaction processing includes ACH Instructions approved by the customer by cut off times* sent to the customer's bank for fund distribution processing.	<ul style="list-style-type: none"> <li>•Secure transmission of ACH standardized format with Customer's bank (e.g. ISO 20022 or NACHA)</li> <li>•Electronic remittance delivery via email for suppliers registered to receive information</li> </ul>	<ul style="list-style-type: none"> <li>•Any additional changes not listed such as bank processing, account modification or other items that impact transmission within a standardized format</li> </ul>
<b>PayMode ACH</b>	ACH transactions processing via PayMode (Bottomline) rails. ACH transactions can be ACH Enhanced and/or ACH Basic, as set forth in the implementation project Statement of Work. PayMode Terms and Conditions apply and are found at the following URL:	<ul style="list-style-type: none"> <li>• Secure transmission of ACH payment instructions from Medius to PayMode</li> </ul>	<ul style="list-style-type: none"> <li>• Any additional services not listed such as bank processing, account modification or other items that impact transmission within a standardized format</li> </ul>



	<a href="https://www.bottomline.com/us/paymode-x-id-operating-rules">https://www.bottomline.com/us/paymode-x-id-operating-rules</a>	•Electronic remittance delivery via email for suppliers registered to receive information	
<b>Standard Positive Pay Transaction Processing</b>	Positive Pay transaction processing includes Positive Pay Instructions approved by the customer as part of Check Transactions by cut off times* sent to the customer's bank to enhance fraud protection.	•Secure transmission of positive pay standardized format with Customer's bank as requested by Customer	•Any additional changes not listed such as bank processing, account modification or other items that impact transmission within a standardized format
<b>Virtual Card Transaction Processing</b>	Virtual Card transaction processing includes instructions approved by the customer as part of payment patch processing cut off times* sent to our Virtual Card partner for card issuing.	•Secure transmission of virtual card standardized format to virtual card provider •Electronic virtual card and remittance delivery via email for suppliers registered to receive information	•Any additional changes not listed such as bank processing, account modification or other items that impact transmission within a standardized format
<b>* NOTE:</b> Cut off times are dependent on Customer's bank and other providers. During implementation, Medius will work with Customer to confirm cut off times for successful transmission and delivery.			

**General**

- Medius will maintain a secure transfer connectivity with Customer's financial institution(s) for payment transactions.
- It is Customer's responsibility to facilitate banking relationship introductions with Medius to ensure bank connectivity integration.
- Customer must promptly update Medius regarding any bank or account changes because Medius Pay connects directly with Customer's bank.
- Any additional changes including form modifications, digital signatures or logos will incur additional costs for time and materials.
- Medius will provide remittance information availability to suppliers via an online portal. Medius may identify a supplier to Medius's customers as a potential user of the online portal and store the supplier's payment, banking and other information and use such information to facilitate the services provided through the supplier portal.
- Any deviation from the scope of Medius Pay set forth in the applicable Order Form may result in an adjustment to unit pricing transaction cost, unless agreed otherwise. For example, if Medius Pay scope includes Virtual Card transaction processing, and Customer later declines to use Virtual Card payments for any reason, Medius may adjust the per-unit cost for processing invoices or other items on the Order Form.

**Customer Responsibilities for Supplier Onboarding Campaign (SOB)**

- Customer agrees to assist in the Supplier Onboarding Campaign (SOB) activities for facilitation of virtual card (VCard) and other electronic or digital payment conversions. Activities may include providing additional supplier details such as contact, account numbers, email addresses, etc. for outreaching for SOB events.
- In addition, Customer agrees to provide any requested data or information regarding billing data, invoice copies, or remittance information for transactions associated with SOB targeted suppliers.
- Customer agrees to not interfere with SOB activities and agrees to support and follow Medius or associated partners to directly contact and engage with suppliers on Customer's behalf to enroll suppliers in payment digitization programs.
- Customer agrees that all transactional suppliers are open for SOB events. Customer may specify up to 10% of the spend profile for exclusion in the SOB enrollment should there be a sufficient and specific business reason as agreed upon between Medius and Customer prior to SOB kick-off event.



- Customer agrees to contact suppliers if requested to verify and facilitate identity of Medius or associated partners to ensure proper and expedited campaigning efforts.
- Customer agrees that Medius and its associated partners, may access and utilize real-time invoice data and account information, located within the APA platform, during the onboarding and enrollment events to reduce Customer reliance and workload, and to achieve the campaign results.
- Customer agrees to provide online or web portal credentialing details for payment application. Should the Customer allow, Medius will provide auto credentialing on the customers behalf and share the credentialing information via secure FTP transmission.
- Customer may at their discretion, offer incentive terms for expedited payment to suppliers in attempt to capture higher enrollment attainment. Such offerings should be established prior to kick-off of the SOB event.
- Customer shall have the right to refuse any supplier enrollment or enablement that has fees associated with VCard processing.

#### **Vested Income Incentive**

- Customer shall be eligible for a Vested Income Incentive (VII), to be paid within 45-days after month-end for any given month's transactions, net of any refunds, charge backs, or any ancillary transactional fees.
- Eligibility is effective starting with first converted transaction with the Virtual Card.
- Agreed upon VII shall be set at: 40 basis points (bps) of gross transaction amount settled and cleared.

#### **Transactional Fees**

- Any transactional expenses shall not be applied against any VII or rebates associated with basis point returns and will be billed separately.

#### **Credit Terms for Virtual Cards (Daily Pay/Daily Bill, etc.)**

- Medius Pay enables Customer to pay suppliers utilizing Virtual Credit Cards. As suppliers receive and process Virtual Credit Cards for payment, payments are made on Customer's behalf. Customer acknowledges that Medius or its partners may assess service fees. Customer agrees to apply for and facilitate credit in order to allow for issuing of Virtual Credit Cards to pay its suppliers. Customer agrees to provide financial statements and other necessary documents in order to obtain credit. Should Customer be denied for credit or unable to obtain information to apply, Customer agrees to fund and prepay an account for the payment of its Virtual Credit Cards for its suppliers. Further, Customer agrees to continuously monitor and facilitate the funding necessary for this account to stay current with Virtual Credit Card payments to Customer's suppliers.
- Credit terms will include a "Daily Bill/Daily Pay" option that indicates Customer will be billed daily based on Virtual Credit Card transactions processed for that day, and Customer agrees that the bill will be paid that day through automatic withdrawal from Customer's bank account.

