

# ACH CONSENT TERMS & CONDITIONS FORM



## HHCRx and its Affiliated Companies (collectively referred to as "HHCRx")

[PLEASE PRINT IN BLOCK LETTERS]

Account Number: \_\_\_\_\_ Customer DBA Name: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_ City: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## CUSTOMER SET UP & AUTHORIZATION FOR AUTOMATED CLEARING HOUSE ("ACH") CREDITS AND DEBITS (electronic payment)

Bank Name: \_\_\_\_\_ Bank Transit ABA#: \_\_\_\_\_

Bank Address: \_\_\_\_\_ Bank Account #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Bank Phone Number: \_\_\_\_\_

Statement-Delivery Preference: (Check One)    EMAIL     FAX     Phone: \_\_\_\_\_

Authorized Contact Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Alternate Contact Name/Phone: \_\_\_\_\_

### \*\*\*IMPORTANT: Please attach a copy of a voided check\*\*\*

The Customer authorizes HHCRx/ Diabetic Headquarters, an Ohio Company, for itself and as collection agent for any of its affiliates (collectively "HHCRx"), to initiate ACH credit and debit entries to/from the Customer's business account indicated above for amounts owed on invoices or statements that are provided to the Customer and the Customer hereby authorizes the financial institution named above (the "Institution"), to accept the ACH credit and debit entries. Authority to initiate ACH credit and debit entries shall remain in full effect until HHCRx's Credit Department has received written notice from the Customer 30 days in advance of its termination of such authorization. Customer understands that the Customer has the legal right to stop payment of an ACH credit or debit entry by notification to Institution; provided, prior to such action, the Customer shall give HHCRx 30 days written notice to permit HHCRx to take any necessary actions to avoid disruptions in payments from the Customer. The Customer agrees to follow NACHA rules applicable to ACH transactions.

Customer agrees to pay for all purchases, services, fees and other charges incurred by the Customer, any employee or other agent (whether acting under authority of the Customer or otherwise) on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed or services provided to a third-party agent on behalf of the Customer). The Customer agrees to pay all reasonable attorney fees and expenses, or costs incurred by HHCRx in enforcing its rights to collect amounts due from the Customer. Without limiting HHCRx's other legal rights, HHCRx may exercise a right of set-off against the amount due by the Customer from HHCRx. HHCRx reserves the right, in its sole discretion, to change a payment term (including demanding cash payment on delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders or the providing of any service, software, support or implementations to the Customer if HHCRx concludes that (I) there has been a material change in the Customer's financial condition or payment performance (II) Customer has ceased or is likely to cease to meet HHCRx's credit requirements.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please send a Signed Enrollment Form with Signed ACH Form and a Voided Check Copy to your **HHCPharma Representative**.