

# Fee and ACH Authorization Agreement

Effective 03.25.2022

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This Fee and ACH Authorization Agreement (this “**Agreement**”) is between you and QWQER Services LLC as described below in Section 1 (Parties). This Agreement provides information on the fees QWQER Services LLC (“**QWQER**”) and its payment processor Stripe, Inc. (“**Stripe**”) charges for use of the Site’s communication, invoicing, dispute resolution and payment services, including Payment Protection, and includes eligible Users’ authorization for debits and credits from and to their designated bank accounts via the automated clearing house network (“**ACH**”). This Agreement is part of the Terms of Service.

Capitalized terms not defined in this Agreement are defined in the User Agreement, Site Terms of Use, or elsewhere in the Terms of Service.

By clicking to accept the Terms of Service on the Site or by continuing to use the Site or the Site Services on or after the effective date noted above, you accept and agree to this Agreement. To the extent permitted by applicable law and except as otherwise provided in the Terms of Service, we may modify this Agreement without prior notice to you, and any revisions to this Agreement will take effect when posted on the Site unless otherwise stated. However, we will provide advance notice of any increase in prices or fees affecting current Users. Please check the Site often for updates.

## 1. PARTIES

You are entering into this Agreement with QWQER (also referred to as “we” and “us”).

## 2. FEES CHARGED TO DRIVERS

Pursuant to the User Agreement, we charge Drivers a Service Fee for each payment their Customer makes to the Driver on a Service Contract or Delivery. The Service Fees will be charged based on a Mileage-based pricing schedule, as discussed in further detail in this Section 2. Where applicable, QWQER or Stripe may also collect taxes (such as value added tax (VAT) in Europe) on Service Fees.

The use of various Payment Methods offered through the Site and the Site Services may incur added fees or charges. All Payment Methods will be posted on the Site along with any associated fees or charges, which we may update from time to time at our sole discretion. You hereby authorize us to charge to you and to collect from you (consistent with this Agreement, the User Agreement, or elsewhere in the Terms of Service) any fees, charges, or taxes described in this Section 2.

### 2.1 Mileage-Based Pricing

We will charge you a Service Fee based on the total mileage required to be driven by you from your Customer (less any refunds or reversals) for the duration of your relationship with your Customer (the “**Engagement Relationship**”). Unless different pricing described in Section 2.2 applies, the Service Fee rates are as follows (“**Mileage-Based Pricing**”):

<b>TOTAL MILEAGE REQUIRED BY CUSTOMER (per Delivery)</b>	<b>Mileage Rate</b>	<b>Service Fee Collected by QWQER (expressed as % of total Mileage-based fee)</b>
<b>1 mile and above</b>	<b>\$1.50 flat rate</b>	<b>18%</b>
<b>Or</b>		
<b>16.5/hour</b>	<b>\$0.30/mile as fuel reimbursement</b>	<b>0%</b>

### ***Weight/Volume Policy***

In addition to the mileage-based charges, a weight/volume fee will also apply to all Deliveries where item(s) to be delivered weigh in excess of 10 lbs (“Bulk Deliveries”). For all Bulk Deliveries, a fee of \$.30 per pound will apply.

Below are some examples of Mileage-Based Pricing.

#### ***Example 1. Fixed-Price Contract; Repeat Service Contracts***

If a Driver and a Customer who have never entered into a Service Contract together before agree to a 10 mile Delivery Contract (8lb total) (row 1 below) and later a 12.6 mile Delivery Contract (15lb total) (row 2 below), the Service Fee will be calculated as follows:

<b>DRIVER FEES</b>	<b>SERVICE FEE RATES</b>	<b>SERVICE FEES</b>
<b>\$15.00</b>	18%	<b>\$2.70 (\$15 x 18%)</b>
<b>\$18.90 + (\$1.50 Bulk Fee) = \$20.40</b>	18%	<b>\$3.67 (\$20.40 x 18%)</b>
<b><i>Total Driver Fees: \$35.40</i></b>		<b><i>Total Service Fees: \$6.37</i></b>

**Note:** The Service Fee will appear as a single amount in your Account, rather than separate amounts as shown in the example above. Examples in this Agreement are provided for illustrative purposes only and are not binding. Because of rounding, the Service Fees charged may differ slightly.

### **3.1 Taxes**

Where applicable, QWQER or Stripe may also collect taxes (such as value added tax (VAT) in Europe) on membership fees and the cost for premium services or features, as set forth in the User Agreement.

#### **4. STRIPE PAYMENT PROCESSING FEES CHARGED TO CUSTOMER**

Regardless of the type of Payment Method used, Stripe charges Customers a Payment Processing Fee (defined below) as described in this Section 4.

Stripe charges QWQER Customers a processing and administration fee of 2.9% plus thirty cents on each successful payment made by the Customer through QWQER (the “**Payment Processing Fee**”).

#### **5. AUTHORIZATION FOR ACH DEBITS AND CREDITS**

If and to the extent permitted by QWQER in its sole discretion, Users may pay Driver Fees, Payment Processing Fees, and other fees owed under the Terms of Service from their designated bank accounts. Subject to QWQER’s eligibility requirements, if you elect to pay Driver Fees or any other amounts owed under the Terms of Service via ACH transfers from your designated bank account, you hereby authorize us to electronically debit and, if necessary, electronically credit your designated bank account via ACH for such amounts pursuant to the Terms of Service, and you agree to comply with the ACH rules issued by the National Automated Clearing House (“**NACHA**”) and all applicable laws, including, but not limited to, the federal Bank Secrecy Act, the U.S.A. Patriot Act, and economic sanctions overseen by the Office of Foreign Assets Control (OFAC). Your authorization for ACH transfers contained in this Section 5 will remain in full force and effect until you notify us that you wish to revoke your authorization by removing your bank account information from your Profile or by contacting Customer Support. You understand that we require at least one (1) business day’s prior notice in order to cancel your authorization for ACH transfers contained in this Section 5.

You must notify us of any change in your designated bank account’s information at least five (5) business days before any such change by updating your bank account information in your Profile or by contacting Customer Support. If we do not receive notice at least five (5) days before any such change, we may attempt, in our sole discretion, to implement such change prior to any ACH debit or credit transfer performed pursuant to your authorization provided in this Section 6. However, we assume no responsibility for our failure to do so.

You may view a history of your Account transactions by logging in to the Site. You are solely responsible for promptly reconciling your Account transaction history with the transaction records for your bank account. You must notify us of any errors or discrepancies in your Account transaction history (each, an “**Error**”) within 30 days of when the Error could be viewed in your Account transaction history on the Site. If you do not notify us of an Error within 30 days of when the Error could be viewed in your Account transaction history on the Site, you will forfeit the right to contest the Error, except to the extent such forfeiture is prohibited by applicable law or the NACHA rules.

Subject to the foregoing notice requirement: (a) if and to the extent an Error is caused by us, we will correct the Error and (b) if an Error is caused by you, we may, but are under no obligation to, attempt to correct the Error and will offset any costs we incur from any funds returned to your bank account or your Customer Escrow Account, as applicable.

If payments made by a Customer are refunded by a Driver for any reason, the Payment Processing Fee will not be refunded.