

Debtor Name: Jacob Taylor

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Email: jacob.taylor@civitasxp.com

Phone: 6144999032

SSN: [REDACTED]

Amount: \$50,000.00, incurred over a series of transactions from 2024-09-06 and 2024-09-08. The following contains further information about the amounts owed and evidence of the debtor's agreement to pay Trustly.

About Trustly

Trustly is an ACH payment processor that provides a guaranty service. Merchants may contract with Trustly to process ACH payments. If a merchant provides certain information about its customer, Trustly may also sell the merchant a guaranty that the ACH payment will fully settle. The guaranty provides value to the merchant because ACH payments can fail or be reversed by a consumer for a variety of reasons, including the consumer no longer have sufficient funds in his or her bank account at the time of the ACH payment transaction (referred to as an ACH debit).

Trustly has a contract to process ACH payments for Fanatics (the "**Merchant**"), The sports betting platform. To facilitate the ACH payment process, the merchant will ask its customers to onboard with Trustly's open banking service. Through this service, customers provide their online banking login information to Trustly. Trustly then connects to the consumer's bank to obtain ACH payment information from the consumer's account, as well as review the consumer's past ACH transactions to determine if there are any material fraud or other non-payment risks.

About the Debtor's Agreements with Trustly and the Merchant

On 2024-08-14 at approximately 02:42:00 UTC, the debtor engaged with the merchant's service and onboarded their bank account information to Trustly. By doing so, the debtor agreed to the transaction authorization terms, which can be found in Appendix A.

The debtor's agreement came via "click through acceptance" where he was presented with the terms on his internet device and was required to click "continue" to proceed with the merchant's offering. Related to this, the terms debtor agreed to include a statement that — for failed payments — the debtor authorized the merchant and Trustly (as the merchant's service provider)

I authorize Fanatics Sportsbook and/or its service providers to collect the debt and my State's return item fee as set forth below, and any applicable costs, by debiting my bank account electronically.

As part of using the merchant's service, the debtor also agreed to Trustly's terms, which are included via reference and hyperlink with the merchant's payment selection app screens. Excerpts from Trustly's terms may be found in Appendix B. One of the more relevant parts of Trustly's terms may be found in

Section 4.(f)(i), which states that the customer “understand and agree that any payment to a Merchant . . . is your payment obligation and if not collected from the Bank, we [aka, Trustly], the Merchant, or a collection agency, may contact you for payment via an alternate method using the contact information you have provided to us or the Merchant or which we obtain when you use the Trustly Services.”

About the Debtor’s Non-Payment

The debtor’s total payments were made on the following dates and in the following amounts. Debtor specifically agreed with the merchant and Trustly that they would make the following payments. As a result, Trustly provided a payment guarantee to the merchant and the merchant credited the debtor’s account for the amounts. However, when Trustly went to debit funds from the debtor’s bank account, the account returned an error and funds were ultimately not paid.

2024-09-07 \$5000.0
2024-09-07 \$5000.0
2024-09-07 \$5000.0
2024-09-07 \$5000.0
2024-09-08 \$5000.0
2024-09-08 \$5000.0
2024-09-08 \$5000.0
2024-09-08 \$5000.0
2024-09-06 \$5000.0
2024-09-08 \$5000.0

Appendix A — Merchant Click-Through Terms

Authorization of Payment & Status Inquiry

Account: {{account}}

Bank: Huntington Bank

Bank Login: {{bank_login}}

Reference Number: 24325601000250201

On 8/13/2024 10:43:02 PM EST, by clicking "Continue,"

I authorize Fanatics Sportsbook and its payment service providers to:

- Debit my bank account identified above for the amount of each payment from me that I initiate and confirm on the Fanatics Sportsbook site or app, or that Fanatics Sportsbook initiates pursuant to the Fanatics Sportsbook terms of service or this authorization;
- Credit my bank account identified above for the amount of each refund or disbursement to me that I initiate and confirm on the Fanatics Sportsbook site or app, or that Fanatics Sportsbook initiates pursuant to the Fanatics Sportsbook terms of service or this authorization;
- Correct any errors, if necessary; and to
- Inquire about and receive the status of each payment I have authorized pursuant to this authorization, which status may be deemed a credit information about me.

I agree that:

- For each payment from me, the amount will be debited from my bank account within 1-2 banking days of Fanatics Sportsbook sending the request for

processing. If the payment returns unpaid, it may be represented to my bank up to 2 times. I authorize Fanatics Sportsbook and/or its service providers to collect the debt and my State's return item fee as set forth below, and any applicable costs, by debiting my bank account electronically.

- For each payment to me, the amount will be credited to my bank account within 1-2 banking days of Fanatics Sportsbook sending the request for processing.

- This authorization will remain in full force and effect until I let Fanatics Sportsbook customer service know that I wish to revoke it, by emailing its service providers at ach.auth@trustly.com. I understand that Fanatics Sportsbook and its payment service providers require five (5) bank days' notice to cancel an authorization.

- I understand that Fanatics Sportsbook has expressly authorized its services providers to act as its agents to receive and process payments from or to me on its behalf.

- Some banks may charge a fee to pay from a savings account.

States' return item fees: <https://www.trustly.com/us/states-return-fees>

****PLEASE PRINT A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS.****

****ALTERNATIVELY, SEND AN EMAIL TO ACH.AUTH@TRUSTLY.COM TO LEARN HOW YOU CAN OBTAIN A COPY.****

Appendix B — Relevant Trustly Terms

(Full terms may be found at <https://us.trustly.com/terms-of-use>)

4. Your Information and Authorization.

. . .

(f) Your Authorization to Use Your Information and to Access Third-Party Online Sites. By using the Trustly Services, as made available to you by a Merchant, you hereby authorize Trustly to access the online sites of third parties designated by you (including your Bank's online and mobile banking services), on your behalf, to retrieve and/or verify information needed in connection with our provision of the Trustly Services to such Merchant, and you by extension. You hereby also authorize and permit Trustly to process and use information submitted by you to the Trustly Services (such as your name, your online banking access credentials, your Bank routing number, account number, and account type, your driver's license number, or your taxpayer identification number) to accomplish the foregoing and to configure the Trustly Services so that the Trustly Services are compatible with the third party online sites for which you submit your information.

. . .

- i. **Reliance on Authorization; Payment Obligation.** You agree that the relevant Merchants and other third parties engaged in the provision of goods or services to you shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you in favor of Trustly or upon the information you provided via *Manually Enter Data*. You also understand and agree that any payment to a Merchant which you authorize via the Trustly Services, is your payment obligation and if not collected from the Bank, we, the Merchant, or a collection agency, may contact you for payment via an alternate method using the contact information you have provided to us or the Merchant or which we obtain when you use the Trustly Services (please see Section 5 regarding *Collection of Payment*). [emphasis added]

...

5. Collection of Payment

Any payment which you authorize a Merchant to obtain from your Bank via the Trustly Services may be presented to your Bank multiple times for payment if returned unpaid. In addition, you may be subject to returned item fees (please see <https://us.trustly.com/state-return-fees>) on payments which are returned by your Bank or presented multiple times to your Bank for payment. If a payment is returned by your Bank, we, the Merchant, or any third party appointed by us or the Merchant, may contact you for payment via an alternate method using the information you have provided to the Merchant, to us, or to any of the Merchant's, or our, service providers to collect payment via an alternate method.