



**MOUNTAIN AMERICA**  
CREDIT UNION

**Business Services Cash  
Management Application**

**I. GENERAL BUSINESS/ORGANIZATION INFORMATION**

(Please print in black ink or type)

Business/Organization Name \_\_\_\_\_ Email Address \_\_\_\_\_

DBA Name (for LLCs or Corporations using different DBA name than listed above) \_\_\_\_\_

Business TIN (SSN/EIN) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_ Office Phone (\_\_\_\_\_) \_\_\_\_\_

What is the primary nature (function) of this business? \_\_\_\_\_ Date of Organization \_\_\_\_/\_\_\_\_/\_\_\_\_

Self-Certification: Each person certifies that the previous years Annual Gross Sales for this company were \$ \_\_\_\_\_. This business/organization has # \_\_\_\_\_ of employees, and is a (check one) Wholesale Retail/Service Construction/Real Estate Manufacturing Non Profit

**I.a. Owner(s), General Partner(s), Managing Member(s), or Officer(s)**

1) First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_ SSN \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_  
Title \_\_\_\_\_ Years of experience \_\_\_\_\_  
Residence Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_

2) 1) First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_ SSN \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_  
Title \_\_\_\_\_ Years of experience \_\_\_\_\_  
Residence Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_

**II. ADDITIONAL SERVICES REQUESTED (check all that apply)**

ACH Payroll    ACH Payments    ACH Receipts    Domestic Wires    Intl Wires    Check Positive Pay - Basic  
Check Positive Pay    ACH Positive Pay    Remote Deposit    Sweep    ZBA    Mobile Remote Deposit

**IV. AGREEMENT AND CERTIFICATION**

Each person signing below certifies that such person is at least eighteen (18) years of age, and is additionally an owner, shareholder, officer, director, member, manager, or partner of the Company with the authority to bind the Company to the terms of the Cash Management Services Agreement or other similar documents. Each of such persons certifies that the information provided on this application is true and correct and authorizes Mountain America Federal Credit Union ("Credit Union") to obtain business and consumer credit bureau reports about the Company and such person in connection with increases and extensions of processing limits or the review of Company's processing limits. If any of the persons signing below asks for such information in writing, Credit Union will provide the name and address of each credit bureau from which Credit Union obtained credit reports. A Cash Management Services Agreement has been provided, online at [www.business.macu.com](http://www.business.macu.com), with respect to using the Cash Management Services. Each person signing below acknowledges reading such agreement, including provisions relating to potential liability.

Security Features: Mountain America Federal Credit Union offers additional security to protect your company from fraudulent transactions. We recommend implementing these features including dual authorization on ACH and Wires. Full access to these functions are available in the Business Admin menu of online banking. Please initial to certify you understand that these features are available and that the Credit Union recommends activating them \_\_\_\_\_.

1) Signature (corresponds to person # 1) \_\_\_\_\_ Date \_\_\_\_\_

2) Signature (corresponds to person # 2) \_\_\_\_\_ Date \_\_\_\_\_

Settlement Account Number \_\_\_\_\_

## Business Services Cash Management Application (continued)

If you have previously originated ACH transactions with another institution, please provide the originator ID you used with them. \_\_\_\_\_.

### Request for Additional Information

If you process files for companies other than your own you are a Third Party Sender/Processor. There are additional requirements for TPS processing with MACU. Are you a Third Party Sender/Processor?    Yes    No

### For ACH Services:

How often will the company transmit **payroll** from the company account?

Weekly, Bi-Weekly, Monthly

Please specify the required single entry, and daily payroll processing limit requested.

\$ \_\_\_\_\_ (Entry) \$ \_\_\_\_\_ (Daily)

Please describe the purpose for ACH Payments or Receipts Origination. (What does the company plan to do with the service?) \_\_\_\_\_

Please specify the required single entry, and daily, **payments** processing limit requested.

\$ \_\_\_\_\_ (Entry) \$ \_\_\_\_\_ (Daily)

Please specify the required single entry, and daily, **receipts** processing limit requested.

\$ \_\_\_\_\_ (Entry) \$ \_\_\_\_\_ (Daily) for PPD receipts only \$ \_\_\_\_\_ (Monthly)

### For Domestic Wire Transfer Services:

Please specify the maximum daily wire limit requested.

\$ \_\_\_\_\_ (Daily)

### For International Wire Transfer Services:

Please specify the maximum daily wire limit requested.

\$ \_\_\_\_\_ (Daily)

### For Positive Pay Service:

Exception processing must be performed daily before 11:00 AM MT. Will a designated person be available each day to perform the required exception process?    Yes    No

Please confirm that your accounting software is capable of exporting your issued check numbers, and amounts or that you are willing to utilize the system to input the items.    Yes    No (**Issue files not required for Basic**).

### For Remote Deposit:

Has another financial institution involuntarily cancelled or denied remote deposit capture services for your company?    No    Yes

What is the average number of checks deposited per day by this company? \_\_\_\_\_

What is the average daily deposit? \$ \_\_\_\_\_.

What is the average dollar amount per check deposited? \$ \_\_\_\_\_.

How many business locations are maintained by this company? \_\_\_\_\_.

Is this business a home based business?    No    Yes

For Businesses operating an internet website: What is your company Universal Resource Locator (URL) website address? \_\_\_\_\_.



## MOUNTAIN AMERICA FEDERAL CREDIT UNION CASH MANAGEMENT SERVICES AGREEMENT

### General Terms and Conditions

**Cash Management Services Agreement** - This Cash Management Agreement ("Agreement") establishes the rules that cover the Cash Management access to Your Accounts at the Credit Union through the Online Branch Service. The Agreement becomes effective as of the date the Credit Union grants access to the Services ("Effective Date"). From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to the Member. Examples of such notices might include, but are, but not limited to, newsletters, disclosures, etc.

By using the Cash Management Services, You accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of Member's Membership Agreement and the Truth-In-Savings Schedule for Member's deposit Accounts, the Online Branch (Internet Network Connection) Agreement, and each of Member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

**Definitions**- In addition to all the other terms defined herein, the following terms shall have the following meanings:

- a) "We", "Our", "Us", and "Credit Union" shall mean Mountain America Federal Credit Union, its employees, directors, officers, representatives, and agents.
- b) "You", "Your", and "Member" shall mean the Account holder authorized by Credit Union to use Online Branch, any person signing a Business Services Request for optional Services, in connection with this Agreement, and any User authorized to exercise control over Member's funds accessed through Online Branch.
- c) "Account" or "Accounts" shall mean the Member's individual share or loans accessed through Online Branch or given as source accounts for Cash Management transactions.
- d) "Administrator" or "Supervisor" shall mean the primary person that You have designated to establish and authorize subordinate User access and controls to Online Branch.
- e) "Authorized User" or "User" shall have the meaning defined in the Membership Agreement, and includes the Administrator, and any person authorized by the Administrator, who is granted access to Your Account through Online Branch.
- f) "Entry" means any transaction transmitted through the use of any of the Services.
- g) "Service or Services" means any of the Cash Management Services offered and/or used by You in connection with this Agreement, including optional and future Services added by request of the Member.
- h) "Settlement Account" shall mean the primary business checking Account accessed through the

Service to which the Credit Union may charge fees for the use of the Services.

- i) "Term" of this Agreement shall mean the period commencing upon the Effective Date and ending upon the termination of this Agreement.

**Headings**- Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

**Access**- Services may be applied for through an application process. We will review Your request and make decisions regarding that request for these optional Services. The Credit Union will notify You in writing of any approved Service. For some Services the approval confirmation will establish limits "**Processing Limits**" that specify the maximum dollar amounts that may be transmitted through that Service.

Services include:

- Online Domestic or International Wire Transfers
- ACH Origination

**Authorized Users**- An Administrator will be designated by the Member. The Administrator must be an authorized signer on all Accounts accessed through this Service, however, the control of this requirement lies with the Member. The Administrator will be responsible for setting up authorization or terminating all other subordinate User access to the Service. The Administrator will have complete access for all Services authorized for the Member by the Credit Union. The Credit Union cannot designate the authority of a subordinate User. You may terminate the authority of Your Administrator at any time by completing a "Change in Member Administrator Request" or by contacting Us by phone at the number listed in the Contact Information section of this Agreement. Subordinate User may have access to all Services, or may be limited by the Administrator within the parameters of the system.

The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Services using a valid User login ID and password, including such persons which may not be signers on Your Account. Except as otherwise provided by law, You will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Service. You agree to provide each Authorized User a copy of these terms in connection with their use of the Service.

**Security**- You understand the importance of Your role in preventing misuse of Your Accounts through Online Branch and You agree to promptly examine Your paper or electronic statement for each of Your Credit Union Accounts as soon as You receive it and notify Us of any errors in accordance with Your Membership Agreement. You agree to protect the confidentiality of Your Account and Account number, Login ID and password. Your password and Login ID are intended to provide security against unauthorized Entry and access to

Your Accounts. Data transmitted via the Service is encrypted in an effort to provide transmission security. Online Branch utilizes identification technology to verify that the sender and Receiver, of Service transmissions, can be appropriately identified by each other. Notwithstanding Our efforts to ensure the Service is secure, You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Branch, or email transmitted to and from Us will not be monitored or read by others. You agree to notify Us immediately if You believe any Login IDs and/or passwords have been lost, stolen, used without Your permission, or otherwise compromised. Call Us immediately at Our Service Center at the number in the Contact Information section of this Agreement.

**Controlling Law and Users Responsibilities-** In addition to the terms specified in the Online Branch (Internet Network Connection) Agreement, this Agreement shall be construed in accordance with Utah law and, for ACH Origination Services, the operating rules of the National Automated Clearing House Association. We and You agree that jurisdiction over, and venue, in any legal proceeding arising out of or relating to this Agreement will exclusively be in the state or federal courts located in Salt Lake County Utah.

**Severability-** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

**Fees and Charges-** You agree to pay the fees and charges for Your use of the Service, including optional Services, as set forth in the Schedule of Fees as Schedule A, which are subject to change from time to time. You agree that such fees and charges will be deducted from either Your Settlement Account or the Account where the transaction originated. You agree to pay any additional reasonable charges for Services You request which are not covered by this Agreement. You are also responsible for telephone, communication, Internet Service fees, computer hardware, and Internet browser upgrades You incur in connection with Your use of Online Branch.

**Insufficient Funds Transactions-** If Your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions. The Credit Union reserves the right to refuse any transaction, the decision shall be at the Credit Union's sole discretion.

**Electronic Processing and Transactions-** Due to the processing systems for electronic transactions used in the United States and by Us, a payment or other transaction may be effective / posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, You are responsible for insuring that Your Account(s) have sufficient balances as applicable for the scheduled payment / transaction one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or federal holiday, the payment may occur on either the first business day after the due date or the business day prior to the due date. In these cases, You should plan to have the payment initiated on the last business day before any of these days in order to ensure Your payment is made on time.

**Consumer Reports -** For some Services, You authorize Us to obtain business and consumer credit bureau reports in

connection with Your request for those Services. We will review Your credit history to determine if You qualify for the Service. If the Service is approved, You authorize Us to periodically obtain credit bureau reports in connection with the continuation of any Processing Limits established in connection with this Service. If You ask for such information in writing, we will tell You the name and address of each credit bureau from which we obtained a report about You.

**Credit and Audit Review-** For some Services, You are subject to satisfactory credit and audit review by Us from time to time, at Our sole option and discretion, and in accordance with Our established credit and auditing criteria. You shall, upon the Our request, provide to Us any such credit and audit related information and assistance as We may require to perform any such review. Your failure to meet such standards in the sole discretion of the Credit Union or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Us to terminate this Agreement and Services.

**Nature of Business-** Should the nature of the business change, the Member must reapply for any Services.

**Settlement Account-** For certain Services, You must agree to open, designate and maintain a Settlement Account at all times during the Term of this Agreement. If You close Your designated Settlement Account all Services under this Agreement will be cancelled. The funding share shall be a checking share, savings shares are not allowed for funding on our cash management business platform.

**Transmission Deadlines-** Some Services require Entries to be submitted before designated cutoff times. Each Entry or file shall be transmitted to the Credit Union in accordance with the Transmission Deadlines and dates represented as Schedule B. An Entry is considered submitted once all approvals are made by the company which releases the file for processing at the Credit Union.

**Service Changes-** You agree that a Cash Management Services Agreement Amendment (Amendment) will be required any time You would like to add or change the Cash Management Services associated with Your use of Online Branch. The Amendment must be made on an official form provided by the Credit Union, signed by an officer of Your company, authorized to make such change, and deliver the original document to the Credit Union. Amendments may be delivered to branch offices for convenience, but are not effective until approved and accepted by Our office at the address designated in the Contact Information section of this Agreement. The Credit Union may not accept any Amendment not provided on an official form.

**Performance of Electronic Service and Warranty Disclaimer-** The Credit Union shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligence in performing those Services. The Credit Union shall not be responsible for the Member's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or due authorizations of any Entry received from the Member) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or receiving Depository Financial Institution (including without limitation the return of the Entry by such Receiver or Receiving Depository Financial Institution), and no such

person shall be deemed the Credit Union's agent. The Member agrees to indemnify the Credit Union against any loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Member, or any other person described in this paragraph.

Without limiting the generality of the forgoing provisions, or the provisions of the Online Branch Agreement, the Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Credit Union having exceeded the limitation upon its intra-day net fund position established pursuant to present or future Federal Reserve guidelines or which results in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision to the contrary, in the event of default under the terms of this Agreement by the Member, the Credit Union shall have all rights and remedies available at law or in equity.

**Termination-** This Agreement is terminable upon 10 days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any Entries initiated by the Member prior to such termination. We are permitted to terminate any Service immediately should You breach any part of this Agreement, the Rules (for ACH Origination services), the Online Branch (Internet Network Connection) Agreement, or of the Membership Agreement. We are also permitted to terminate any Service immediately if we are no longer able to provide the Service. Termination of any Service does not alter Your obligation to pay for such Service up to the date of termination.

**Contact Information-** Notifications required by this Agreement are to be directed to Us at the address or phone numbers listed below.

MOUNTAIN AMERICA CREDIT UNION  
BUSINESS SERVICES DEPARTMENT  
PO BOX 2331  
SANDY, UT 84091  
Phone: 801-325-6504 or Toll Free: 888-845-1850  
Email: [business@macu.com](mailto:business@macu.com)

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## Cash Management Domestic Wire Transfer Terms and Conditions

Online Domestic Wire Transfer Services are an option. If You have selected this option, or use these Services, then these Domestic Wire Transfer Terms and Conditions apply.

The Domestic Wire Transfer Services allow You to wire money to financial institutions in the United States of America (Domestic Wire). We offer this Service as a method to transfer funds electronically for You.

**Wire Transfer Authority-** Permission for use of this Service is granted by the Credit Union to Your Administrator up to the wire Processing Limits provided to You by the Credit Union. Your Administrator has the authority to add or remove access to this Service for each subordinate User and set wire limits up to and including the file Processing Limits provided to You by the Credit Union.

**Requesting a Transfer-** Wire transfers will originate from Your Account. You must designate the dollar amount of the transfer, the name of the payee, the payee's account number, the payee's address, and the receiving financial institution's information, including: ABA (Routing) number, institution name, and institution address for all wire transfers. Additional information will be required if there is an intermediary institution. The system requires less information to transmit

the file, but we will reject the request if any of the previous items are missing.

We are not obligated to transmit any wire transfer if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority. This includes any denial of transfer because of sanctions enforced by the Office of Foreign Asset Control ("OFAC").

**Wire Transfer Limits-** The Credit Union will transmit wire transfers up to the limits established in the Processing Limits provided to You by the Credit Union, or up to the collected funds of Your settlement Account whichever is least. There is no limit to the number of wire transfers that may be transmitted.

**Transfers Irrevocable-** You recognize and agree that You have no right to reverse, adjust, or revoke a transfer request after we receive it unless we agree.

**Wire Transfer Data Accuracy-** You recognize and agree that You are entirely responsible for the accuracy of the data entered into the Wire Transfer form. Any loss that occurs as a result of mistakes or errors in the data entered by You shall rest entirely upon the Member.

## Cash Management International Wire Transfer Terms and Conditions

Online International Wire Transfer Services are an option. If You have selected this option, or use these Services, then these International Wire Transfer Terms and Conditions apply.

The International Wire Transfer Services allow You to wire money to financial institutions outside the United States of America (International Wire). We offer this Service as a method to transfer funds electronically for You.

**Wire Transfer Authority-** Permission for use of this Service is granted by the Credit Union to Your Administrator up to the wire Processing Limits provided to You by the Credit Union. Your Administrator has the authority to add or remove access to this Service for each subordinate User and set wire limits up to and including the file Processing Limits provided to You by the Credit Union.

**Requesting a Transfer-** International wire transfers will originate from Your Account. You must designate the dollar amount of the transfer (in US Dollars), the name of the beneficiary, the beneficiary's account number, the beneficiary's address, and the receiving financial institution's information, including: SWIFT/Bank Identification Number, institution name, and institution address (including city and country) for all international wire transfers. Additional information will be required if there is an intermediary institution. The system requires less information to transmit

the file, but we will reject the request if any of the previous items are missing.

We are not obligated to transmit any wire transfer if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority. This includes any denial of transfer because of sanctions enforced by the Office of Foreign Asset Control ("OFAC").

**Wire Transfer Limits-** The Credit Union will transmit wire transfers up to the limits established in the Processing Limits provided to You by the Credit Union, or up to the collected funds of Your settlement Account whichever is least. There is no limit to the number of wire transfers that may be transmitted.

**Transfers Irrevocable-** You recognize and agree that You have no right to reverse, adjust, or revoke a transfer request after we receive it unless we agree.

**Wire Transfer Data Accuracy-** You recognize and agree that You are entirely responsible for the accuracy of the data entered into the Wire Transfer form. Any loss that occurs as a result of mistakes or errors in the data entered by You shall rest entirely upon the Member.

## Cash Management ACH Origination Terms and Conditions ODFI/Originator

ACH Origination Services are an option. If You have selected this option or use these Services then these ACH Origination Terms and Conditions apply.

The Member has requested that the Credit Union permit it to initiate electronic Credit or Debit Entries for payment to consumer accounts maintained at the Credit Union and/or other financial institutions, by means of the Automated Clearing House ("**ACH**").

Now, therefore the Member and Credit Union agree as follows:

**ACH Transaction Authority-** Permission for use of this Service is granted by the Credit Union to Your Administrator up to the file Processing Limits provided to You by the Credit Union. Your Administrator has the authority to add or remove access to this Service for each subordinate User and set processing limits up to and including the file Processing Limits provided to You by the Credit Union.

**Rules-** You acknowledge the receipt of a copy of the current operating rules ("**Rules**") of NACHA – The Electronic Payments Association ("**NACHA**"), which are in existence as of the date of this Agreement, or will obtain a copy of the Rules prior to making any Entries to the system. You agree to comply with the Rules of NACHA and of the Western Payments Alliance ("**WesPay**") as well as future updates and abide by the applicable laws of Your state and of the United States of America. This includes, but is not limited to, Federal Regulation E, and sanctions enforced by the Office of Foreign Assets and Control ("**OFAC**"). It shall further be the responsibility of the Member to obtain information regarding such OFAC enforced sanctions. You and we are bound by the Rules for all entries whether or not an Entry is sent through the ACH. Copies of the Rules may be purchased directly from WesPay at [www.wespay.org](http://www.wespay.org). A no-charge basic online version is available at [www.achrulesonline.org](http://www.achrulesonline.org) (registration required).

**Definitions-** In addition to all the other terms defined herein and in the General Terms and Conditions, the following terms shall have the following meanings:

- a) "Entry (or Entries)", as they apply to ACH transactions, shall have the additional meaning of paperless deposit (ACH "**Credit**") or charge (ACH "**Debit**"), and shall also include prenotifications and the Entry data You submit from which we prepare the Entries. This definition adds to the definition previously given in the General Terms and Conditions.
- b) "RDFI" shall mean the Receiving Depository Financial Institution.
- c) "ODFI" shall mean the Originating Depository Financial Institution, for this Agreement, the Credit Union.
- d) "Receiver" shall mean an individual, corporation or other entity that has authorized a Member or Originator to initiate a Credit or Debit Entry to a transaction account held at an RDFI.
- e) "Originator" shall mean You, or the Member, who has authorized Us (the ODFI) to transmit a Credit or Debit Entry to the account of a Receiver with an

RDFI, or if the Receiver is also the RDFI, to such Receiver.

**Originator Representations and Agreements-** The Originator warrants and agrees that it will obtain authorization, and comply with all warranties, for all Entries as required by the Rules. This system supports Prearranged Payment and Deposit ("PPD") and Cash Concentration and Disbursement ("CCD") Entries. The Originator may transmit PPD, CCD, TEL, or WEB Entries. Single Entry Telephone Initiated ("TEL") or Single Entry Internet Initiated ("WEB") are supported through the direct upload of a NACHA file.

- a) For consumer Entries, including those of varying amounts, written authorization is required and must be in force at time of transmittal. The Originator shall retain these authorizations for a period no less than two (2) years after the revocation or termination of the authorization. The Originator agrees to provide ODFI a copy of written authorizations of consumer Entries at any time during the Term of this Agreement or up to two (2) years after the revocation or termination of the authorization. Such copies shall be provided to ODFI within five (5) days of the request by the ODFI and at the Member's own expense.
- b) Authorizations for WEB may be electronic web forms that are digitally signed and authenticated. Members that are approved to originate WEB entries must also complete an annual data security audit to ensure they are protecting receiver's personal information.

This audit should verify the following:

- Physical security to protect against theft, tampering, or damage
  - Administrative, technical, and physical access controls to protect against unauthorized access and use
  - Network security to ensure secure capture, transmission, storage, distribution, and destruction of financial information
- c) Authorizations for TEL shall be a recording of the oral authorization followed by written acknowledgement of the receiver's oral authorization. The following minimum information must be included in the authorization:
    - The date on or after which the Receiver's account will be debited
    - The amount of the debit
    - The receiver's name or identity
    - The account to be debited
    - A telephone number that is available to the receiver and answered during normal business hours for customer inquiries
  - d) Originator shall comply with all the terms of the Electronic Funds Transfer Act if applicable or Uniform Commercial Code Article 4.5A (UCC4A) if applicable and shall otherwise perform Your obligations under this Agreement in accordance with all applicable laws and regulations.

**Storage of Authorizations-** You will be fully responsible for the secured storage of all written authorizations from Receivers. You are required to implement storage and procedures to ensure that the original authorizations are not accessed by unauthorized persons. The risk of loss associated with a lost, destroyed, stolen or misplaced authorization shall be exclusively on the Member.

**ACH File Transmission-** You may generate an ACH file using Your own, or third-party, software program. Files must be formatted to NACHA specifications. Alternatively, You may use the System's ACH database to store Receiver information and generate batches to be included with a combined file. By transmitting files or generating batches constitute Your agreement to authorize Us to originate Entries on Your behalf to Receivers' accounts. You agree that, for transmitted files, errors in individual Entries may cause the entire file to be rejected.

**ACH File Processing Limits-** The Originator is authorized to transmit ACH Debits and/or Credits up to the limits set forth in the Processing Limits provided to You by the Credit Union. Files exceeding the limit will be processed at the Credit Union's discretion. The Credit Union is not obligated to transmit any file exceeding the limit. If the Member needs to send a file that exceeds the Processing Limit, it is advised to notify the Credit Union in advance and obtain permission to process the file over the limit.

**Balanced File-** All files transmitted to Us must be balanced. This means that all Debit and Credit Entries must be equal within the file. The balancing Entry must be offset from Your Settlement Account. You may not use any other account to offset Entries. We will reject any unbalanced File unless We have agreed in writing to accept unbalanced Files from You.

**Prenotifications-** Prenotification (zero-dollar) Entries are optional, however, if You choose to send prenotification Entries, You shall send such Entries at least three (3) days prior to initiating a live (dollar) Entry to a particular account. Such Entries shall be provided to the Credit Union through the System. Should the Member receive notice that any such prenotification has been rejected by the RDFI, the Member will initiate no further Entries to the Receiver until such time as the Member provides the RDFI with such authorization. At such time, the Member may initiate Entries within the time limits provided in the ACH Rules.

You agree that We may delay any live dollar Entry, submitted within six days of a prenotification Entry, in order to comply with the Rules.

**Posting of Entries-** The Member understands and agrees that ACH Entries to a Receiver's account where the individual name does not match the account information will be posted based on the account information provided in the ACH transaction, not based on the name, individual identification or other information provided in the Entry. It is the responsibility of the Member to verify that the individual signing the ACH Debit or Credit authorization is in fact entitled to use of the specified account.

**Returns-** The Credit Union shall notify the Member of any returns or notification of change Entries received for the Member no later than two (2) business days after the receipt of the item. This notification may be given by phone to an authorized representative of the Member, or by fax or email if requested by the Member. Upon receipt of the return item

the Member will cease transmission of said transactions until a new authorization has been signed by the consumer or until corrections have been made. If the Member has an excessive number of returns, as determined at the sole discretion of the Credit Union, or fails to comply with these provisions, the ACH origination authority may be revoked.

Returns may be submitted up to 60 days from the day a consumer receives their bank statement containing the consumer transactions. You are responsible for covering the return amount. We will deduct the amount from your settlement account.

**Change Items-** Upon receipt of notification of change items, the Member must make the correction within six (6) business days, or before the next transaction, whichever is later.

**Settlement Account-** You agree that by using the ACH Origination Services, You will maintain Your settlement Account at all times during the Term of this Agreement, and for 60 days after the last transmission initiated under this Agreement.

**Settlement Funds Availability-** You agree that by using the ACH Origination Services, You will provide immediately available funds to offset any Credit Entries originated by the Member no later than the Transmission Deadline for the Settlement Date. We may reserve (hold) the Credit Entry funds, OR debit the account and place the funds in an internal clearing account, after the Transmission Deadline in order to insure availability at settlement. Funds on reserve may affect the availability of funds for other items (including checks or other transactions) attempting to clear the settlement Account. You further agree that any Account of the Member may be debited for Service charges or to offset Credit, or return Debit Entries originated by You. Credit Entries become an obligation of the Member at the time they are submitted by You.

**Delayed Settlement or Reserve-** Upon issuing You ACH transaction authority We may delay settlement of Your Originated Debit Entries or require You to maintain a Reserve (security deposit) to protect against returns and unauthorized transactions. We may also impose delayed settlement or require a reserve if Your returned or unauthorized Entries are unusually high. Should We elect to impose delayed settlement or a reserve, We will provide written notice to You in connection with notification of Your approved Processing Limits.

**Provisional Payment-** Until the Credit Union receives final settlement for Credit Entries, Member agrees to receive provisional credit, as provided by the Rules. Payment by Us for any Debit Entry, returned Credit Entry or Credit reversal is provisional until we receive final settlement for the Entry. If final settlement is not received, we are entitled to a refund and may charge Your Account for the amount credited. We may delay the availability of any amount credited for a Debit Entry or Credit reversal if we believe that there may not be sufficient funds in Your Account to cover a chargeback or return of the Entry or reversal.

**Insufficient Funds-** We are not obligated to transmit any Credit file or Entry that would result in a Debit at settlement that exceeds the available funds of the Account at transmission deadline even if the file or Entries are within the approved Processing Limits. Should funds not be available in the Member's Accounts to cover rejected items by the ACH or



RDFI, the Member will promptly provide immediately available funds to indemnify the Credit Union.

**ACH Transfer Data Accuracy-** You recognize and agree that You are entirely responsible for the accuracy of the data entered or files transmitted into the System. Any loss that occurs as a result of mistakes or errors in the data entered by You shall rest entirely upon the Member.

**Notification of Errors-** If You discover that any Entry You have initiated was made in error, You must notify Us of the error within 24 hours at the phone number listed in the Contact Information section of the Terms and Conditions. In such a case, we will utilize Our best efforts to initiate an adjusting Entry or stop processing of any Entry. Should we be unable to stop the Entry from posting, or if it is too late to withdraw the item from the ACH Operator, You may initiate a reversal file to correct that Entry, as provided for and abiding by the Rules.

**Reversals-** Reversals may be submitted to correct errors in original Entries and must comply with the Rules. Should a reversal be created for an individual Entry or Entries, as opposed to a complete file reversal, the Receiver(s) of the Entries must be notified of the reversal, by the Originator, no later than the settlement date of the reversing Entry. Should a reversal be created for a complete file reversal, the Member must advise the Credit Union within five (5) business days of settlement at the phone number listed in the Contact Information section of the Terms and Conditions. Written authorization from the Member is required for any reversal. Reversal authorizations must be submitted using an official ACH Origination Reversal Request. A Reversal Request may be submitted to Us via fax, email, or in person.

**Rejection of Entries-** In the event that the Credit Union rejects Entries for any reason, it shall be the responsibility of the Member to correct and resubmit such Entries. Should the file be rejected due to an error caused by the Credit Union, the Credit Union shall be responsible to resubmit the file. In

such a case, the Member will supply sufficient information, upon request, to allow the Credit Union to recreate the Entries for up to five- (5) business days after midnight of the settlement date. The Credit Union shall immediately attempt to notify the Member of any rejected Entries. This notification will be given by phone to an authorized representative of the Member at one of the phone number(s) of record on the Account.

**Indemnification-** The Member will indemnify the Credit Union if it incurs any financial loss or liability (with respect to any Entries initiated by the Member) due to the breach of any of the warranties of an Originator set forth in the ACH Rules, except those due to the negligence of the Credit Union. This includes reimbursement by the Member to the Credit Union of any fines imposed on the Credit Union due to breaches of ACH Rules by the Member.

**Member Cooperation-** You agree to cooperate with Us in the event of damages or liability incurred by Us as a result of Member's origination. Such cooperation includes, but is not limited to, undertaking reasonable efforts to provide requested documentation or assisting in recovery efforts. You also agree that We have the right to audit Your compliance with the Agreement, these ACH Terms and Conditions, or the Rules.

**Revocation of ACH Authority-** In addition to Termination previously described in the Agreement, We may terminate Your ACH transaction authority at any time should You fail to provide copies of authorizations in the manner and time specified within these ACH Origination Terms and Conditions. We may also Terminate the Agreement for breach of the Rules in a manner that permits Us to comply with the Rules.

**Third-Party Sender-** You are required to immediately notify Us if You are acting as a Third-Party Sender, a subset of Third-Party Processor, as defined in the Rules. We require a different agreement and approval prior to allowing Third-Party Senders to use our systems.

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## Schedule B Cash Management Transmission Deadlines

The Member will create and submit files through the Online Branch System, to Credit Union Electronic Funds Department via, [www.macu.com](http://www.macu.com). Transmissions originate from the Credit Union offices in West Jordan Utah. "Business day" shall mean Monday through Friday, except observed Federal and Utah holidays.

### Online Domestic and International Wire Transfer Deadline

All wire transfers must be transmitted to the Credit Union no later than 3:00 PM Mountain Time each business day in order to be transmitted to the Federal Reserve on the same business day. The Credit Union cannot guarantee that the wire will be processed by the receiving financial institution that same business day. Transfers received after 3:00 PM Mountain Time will be required to have a future effective transfer date. You may future date wire transfers up to thirty (30) days in advance.

### ACH Origination Deadline

- All next day ACH Credits (Payments), Debits (Receipts), or Payroll must be received by 5:00 PM Mountain Time no later than one (1) business days prior to the intended settlement date.

Payroll, Credits, or Debits	Settlement Day
Deadline and funds availability will be 5:00 PM Mountain Time the previous...	
Friday	Monday
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday

- Same Day ACH Credits (Payments) and Debits (Receipts), must be received prior to the same day deadline of 2:00 PM Mountain Time. **Files received with the current date (or a prior date) as the effective date that are received prior to the 2:00 PM Mountain Time deadline will be processed as same day and will generate additional file and entry fees.**

Same Day Payroll and Credits	Settlement Day
Deadline and funds availability will be 2:00 PM Mountain Time	
Monday	Monday
Tuesday	Tuesday
Wednesday	Wednesday
Thursday	Thursday
Friday	Friday

### Adjustments to Deadlines

Transmission deadlines must be adjusted for Federal and Utah holidays occurring on deadline days. Daylight Saving Time adjustments apply.

Observed Holidays:

New Year's Day	Martin Luther King Jr. Day	Presidents Day
Memorial Day	Juneteenth Day	Veterans Day
Labor Day	Independence Day	
Thanksgiving Day	Columbus Day	
	Christmas Day	

ACH and Wire Entries will not be transmitted on these dates. Transactions submitted, or scheduled to transmit, on a holiday will have transmission delayed until the next business day. If a normal effective date falls on an observed holiday date, the effective day should be changed to the business day immediately prior to the holiday for Credits and immediately after the holiday for Debits. Transmittal deadlines should be adjusted according to the new effective date. Files settling the business day following a holiday must be submitted by the deadline at least one business day prior to the holiday.

Available funds for ACH Credits, Payroll and Wire Transfers must be immediately available in the settlement Account at the time of the deadline. We may reserve (hold) the Credit Entry funds after the deadline in order to insure availability at settlement. Funds on

reserve may affect the availability of funds for other items (including checks or other transactions) attempting to clear the settlement Account. Since deposits may not be available for immediate withdrawal, it is recommended that they be made at least two (2) business days prior to the deadline check deposits. This statement does not supersede the Credit Union's Funds Availability Policy or federal law.



**Schedule A  
Cash Management  
Schedule of Fees**

**Maintenance Charges - Recurring Monthly Per Account**

ACH Origination - Payroll	\$	10.00
ACH Origination - Payments	\$	20.00
ACH Origination - Payments and Receipts	\$	25.00
Additional ACH Funding Account	\$	5.00
Domestic Wire Transfer Capability	\$	15.00
International and Domestic Wire Transfer Capability	\$	25.00
Check Positive Pay - Basic	\$	10.00
Check Positive Pay - Full	\$	10.00
Check Payee Match	\$	5.00
ACH Positive Pay	\$	10.00
Sweep	\$	35.00
ZBA (Zero Balance Account)	\$	15.00
EDI (Electronic Data Interchange) Reporting	\$	10.00

**Transaction Charges - Per Transaction**

ACH Same Day File	\$	3.00
Ach Same Day Entry	\$	0.50
ACH Credit, Debit, or Prenotification Entry	\$	0.10
ACH Addenda Record	\$	0.03
ACH Return (Except prenotifications)	\$	5.00
ACH Unauthorized Return	\$	10.00
ACH Reversal (Batch or File)	\$	25.00
Outbound Domestic Wire	\$	10.00
Outbound International Wire	\$	25.00
Penalty for failure to provide requested documents	\$	50.00
Standard Check Positive Pay Exception	\$	5.00
Basic Check Positive Pay Exception (After 25)	\$	1.00

**Other Charges**

Product Setup Charge	\$	10.00
ACH Research (per hour)	\$	25.00
Visa Spend Clarity (Annual fee) *	\$	100.00

\* VSC fee may be waived if annual card spend on the account is > \$50,000

Individual charges on this sheet apply only to Cash Management Services. Standard account activity charges are listed in the Truth in Savings schedule. Monthly maintenance and transaction fees are added to monthly analysis on the settlement account. All other fees will be charged directly to the settlement account.