



“Check and ACH Positive Pay” Subscriber Agreement

Check Positive Pay is an optional add on service available to Mountain America Credit Union (hereafter referred to as Credit Union) business members (hereafter Subscribers). By signing this agreement Subscribers agree to all terms within this agreement, which will also be governed by the Membership Agreement. All terms not defined in this Agreement shall use the definitions included in the Membership Agreement. The Membership Agreement shall be controlling should any terms between the two Agreements be in conflict.

Subscribers will access the system through a secure link and credentials provided once the service is applied for and approved. Subscribers hereby consent to receive text messages regarding the Check Positive Pay and to allow for these services. Subscribers may opt out of this Messaging Service by calling 801-325-6504 and choosing email as their preferred option. OTHER CHARGES MAY APPLY for this service, in particular standard SMS Message rates from your cellular carrier. Should Subscribers have any questions they may reach the Credit Union’s Customer Service at 801-325-6504 or 888-845-1850. Subscribers may opt for email notifications in lieu of SMS.

The system will provide an interface allowing uploading and/or inputting through templates on the service, issued and voided checks. The system will maintain a database of these issued/voided items. Each business day the Credit Union will match the posted checks for the day against the Subscriber provided database of issue/voided items. Items that do not match, i.e. serial number and/or amount, will be listed as an exception. The Subscriber will receive an email or text message notifying them that they have exceptions to review. The Subscriber will be expected to perform this review by the time listed in the accompanying table. The review will include making pay or return decisions on the exception items. Should the review not be completed by the prescribed time then the exception items will be returned and the Subscriber will be responsible for contacting payees on items that were legitimately issued. This may require a new check be issued and could cause not only fees for the Subscriber, but also for the payee on the legitimate check.

Exception items will create a fee for the participating Subscriber as per the Cash Management Fee Schedule.

ACH (Automated Clearing House) Positive Pay is an optional service available to Credit Union Subscribers.

Subscribers will access the system through a secure link and credentials provided once the service is applied for and approved.

The system will provide an interface allowing review of any ACH debits posted to the account during the last two posting windows of the previous day and the morning posting window of the current day. The system will compare the incoming ACH transactions against a white listed data base of approved merchants (allowed by the Subscriber to debit the Subscribers business account). The Subscriber will receive an email or text notifying them if there are ACH transactions that do not match against the

approved white listed recipients. The Subscriber will then be required to log into the system and determine if the recipient has been authorized. If they have been authorized the Subscriber will be able to add the recipient to the white list for future transactions and confirm payment of the item. If they have not authorized the recipient, then the Subscriber will have the opportunity to submit a return for the items.

Subscribers hereby agree that they are responsible for the accuracy of all data entered into the system. Subscribers hereby agree that they will promptly notify the Credit Union of any error in the data. Subscribers shall abide by all policies, requirements and restrictions of The NACHA Operating Rules and Guidelines, which may be found at <https://www.achrulesonline.org/>. To fail to do so shall be considered a material breach of this agreement and Subscriber shall be liable for any damages of the Credit Union. These policies may change and any such change shall be communicated to Subscriber through the Messaging system. All substantial changes to this service will be similarly communicated to Subscriber through the Messaging system.

Subscribers hereby agree to indemnify and hold harmless Credit Union for any claims under this Agreement. In the event of any suit under this Agreement the prevailing party shall be held responsible for any costs or reasonable attorney’s fees of the non-prevailing party.

Exception items will create a fee for the Subscriber as per the Cash Management Fee Schedule.

Check Posting and Cutoff Times		
Day	Check Reports Available	Exception Input Due
Monday	8:00 PM (Previous Friday)	10:00 AM
Tuesday	8:00 PM (Monday)	10:00 AM
Wednesday	8:00 PM (Tuesday)	10:00 AM
Thursday	8:00 PM (Wednesday)	10:00 AM
Friday	8:00 PM (Thursday)	10:00 AM
ACH Posting and Cutoff Times		
Day	ACH Posting Windows	Exception Input Due
Monday	7:00 AM, 11:00 AM, 2:00 PM	10:00 AM
Tuesday	7:00 AM, 11:00 AM, 2:00 PM	10:00 AM
Wednesday	7:00 AM, 11:00 AM, 2:00 PM	10:00 AM
Thursday	7:00 AM, 11:00 AM, 2:00 PM	10:00 AM
Friday	7:00 AM, 11:00 AM, 2:00 PM	10:00 AM
No processing on Federal Reserve holidays		
All times MT		

Accepted by: _____