# Nacha Risk Management Portal: Secure Email Reference Guide

***Best Practice for Letters of Indemnity:***

ODFIs should always contact the RDFI before completing and sending a Letter of Indemnity (LOI). The RDFI should be aware of the impending LOI and agree to accept it. The intent of the Secure Email Service is to augment this process, not replace any prior notification to the RDFI."

February 2022

Nacha

# Contents


1 Introduction ..... 1

2 What is Secure Email? ..... 1

3 Secure Email Process ..... 1

4 Utilizing Secure Email for Senders ..... 1

4.1 First Time Use ..... 2

4.2 Token Use ..... 2

4.3 Creating and Sending a Letter of Indemnification ..... 2

4.3.1 Before You Begin ..... 2

4.3.2 Accessing Secure Email ..... 5

4.3.3 Creating a New Letter of Indemnification ..... 6

4.3.4 Selecting Recipient(s) ..... 7

4.3.5 DocuSign Process ..... 8

4.4 Confirmations ..... 10

4.5 Automatic Deletion ..... 11

4.6 Logging Out ..... 11

5 Utilizing Secure Email for Recipients ..... 12

5.1 Before You Begin ..... 12

5.1 First Time Use ..... 14

5.2 Token Use ..... 14

5.3 Accessing Secure Email ..... 14

5.4 Working with your Letter of Indemnification ..... 16

5.5 Logging Out ..... 18

Appendix A – Letter of Indemnification ..... 19

Appendix B – Terms of Use ..... 21

# 1 Introduction

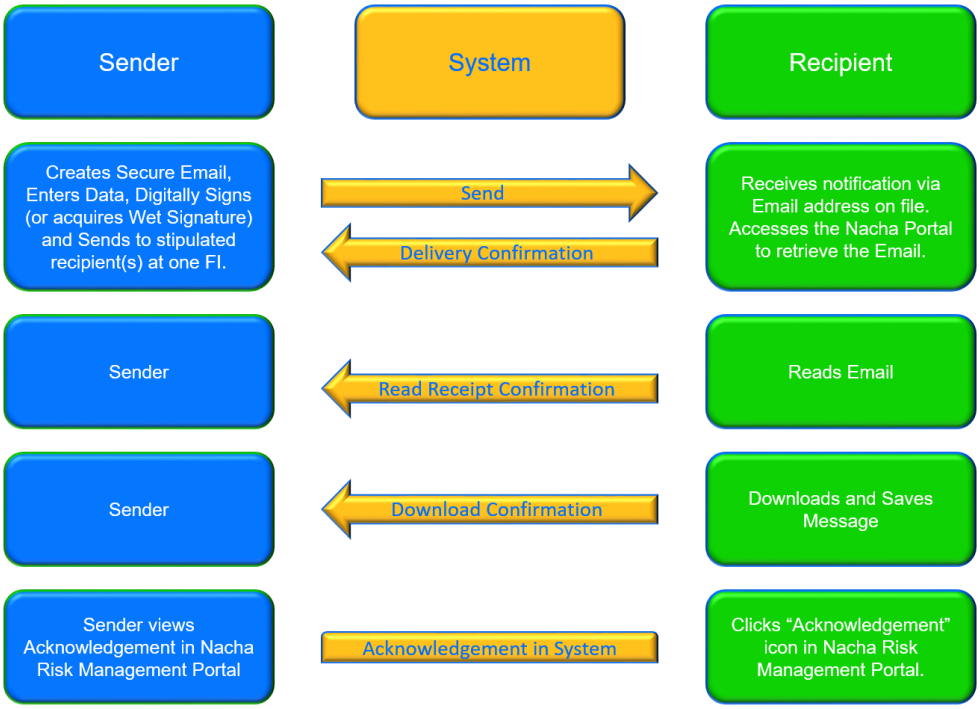
Welcome to the new Secure Email service on the Nacha Risk Management Portal. This Guide will explain the new service, and provide step-by-step instructions for utilization, segregated by user role. If you have a question about Secure Email beyond what is in this document, call the Portal Support Line at 703-349-4556 or drop an email to rmportal@nach.org.

# 2 What is Secure Email?

Secure Email allows ODFI contacts to complete a Letter of Indemnification and send it securely within the Portal to a RDFI contact(s). A copy of the Letter of Indemnification can be viewed in Appendix A.

# 3 Secure Email Process

The overall process is shown below. Detailed steps for ODFI Senders are shown in Section 4, and for RDFI Recipients in Section 5, of this Guide.




# 4 Utilizing Secure Email for Senders

These are the roles that can initiate Secure Email as a sender:

- ODFI Admin
- ODFI User
- ODFI ACH Contact User

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## 4.1 First Time Use

The first time an individual user from an ODFI accesses the Secure Email interface, the user will need to digitally sign the Terms of Use. Additional users from the ODFI will not see the Terms of Use, as they are accepted once per ODFI. The Terms of Use are shown in Appendix B.

## 4.2 Token Use

When you access the Secure Email screen, a token is created. If you accidentally log out, you will need to follow the access steps again to generate a discrete token.

## 4.3 Creating and Sending a Letter of Indemnification

### 4.3.1 Before You Begin

Before you go to the Nacha Risk Management Portal, collect the following information from your internal records:

- Recipient Routing Number
- Transaction Date
- Requested Amount
- Indemnifying Bank Customer Name
- Originating Company Identifier
- Indemnified Bank Account Number
- Trace Number

Note: The Secure Email platform requires that you accept pop-ups. To do so, follow the steps below for the browser you use.

The Nacha site you want to enable pop-ups on is:

https://riskmanagementportal.nacha.org/Account/Login


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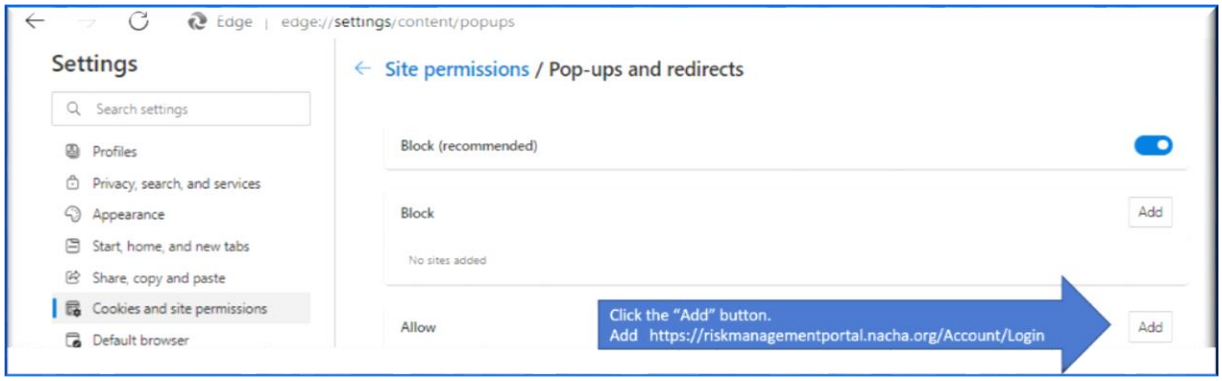
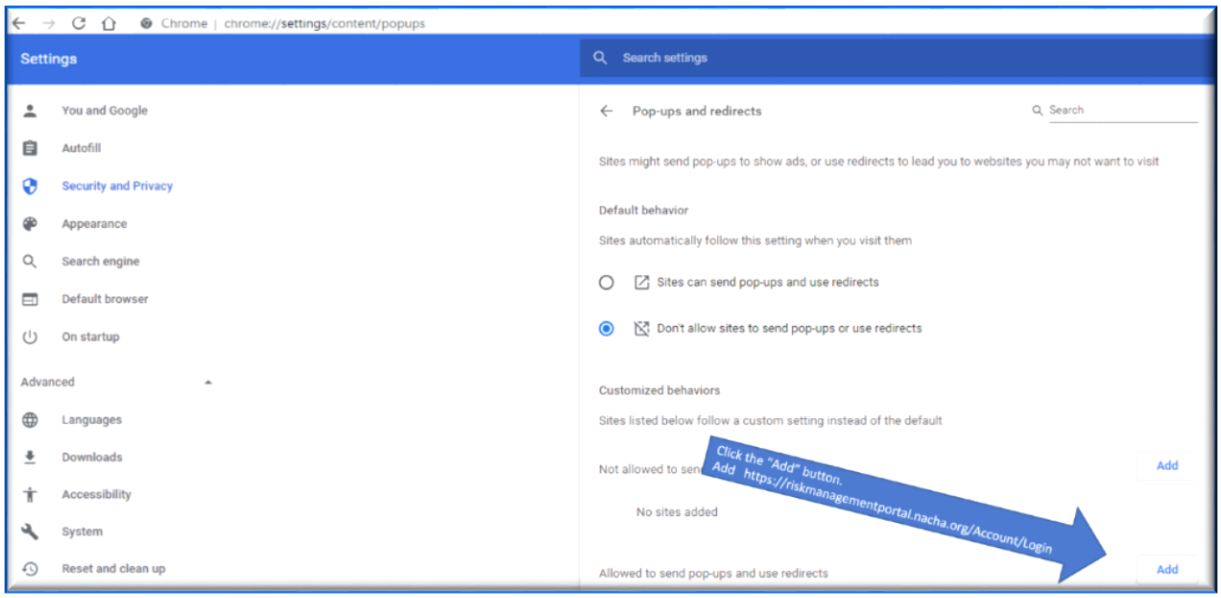
## Edge Browser

- Open Microsoft Edge, select Menu (3 dots icon on top right corner of the browser) > Settings > Site permissions
- Select "Pop-ups and redirects". On that screen →




## Chrome Browser

- At the top right, click More ⋮ > Settings.
- Click Privacy and security > Site Settings.
- Click Pop-ups and redirects. On that screen →



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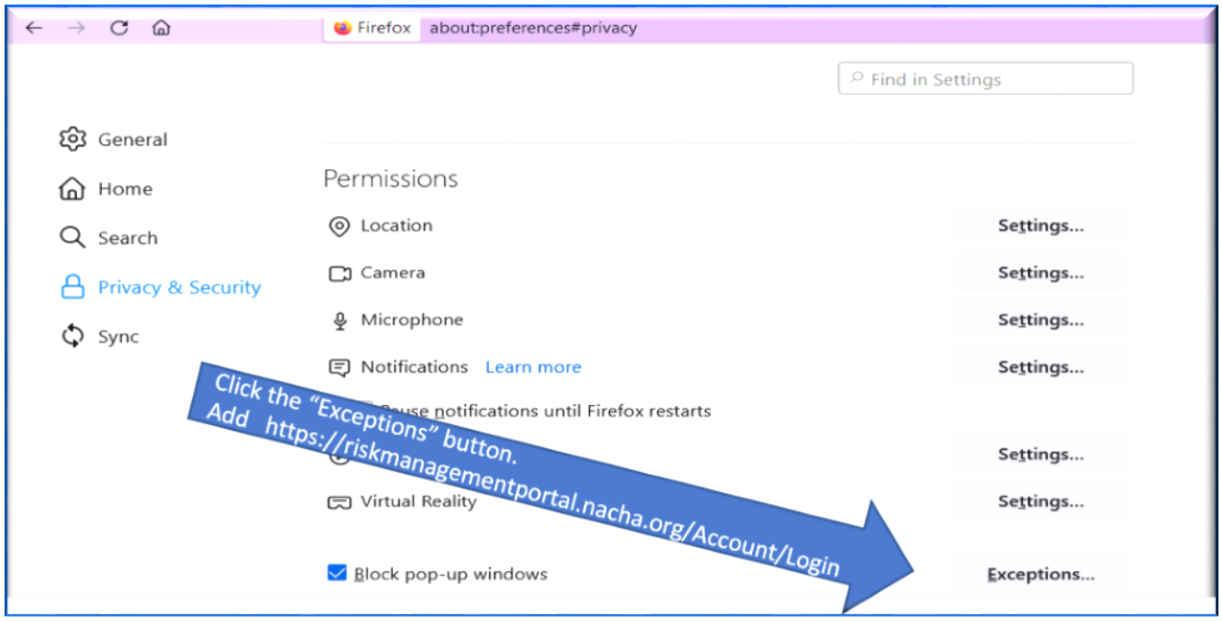
## Firefox Browser

- Click the menu button ☰ and select Settings.
- Select the Privacy & Security panel. On that screen →



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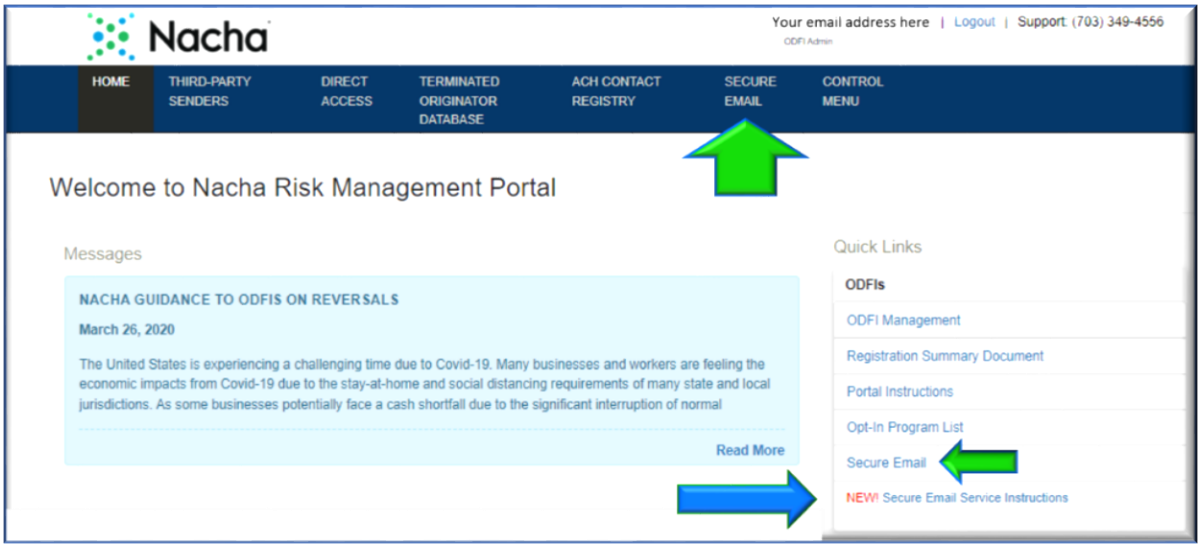
### 4.3.2 Accessing Secure Email

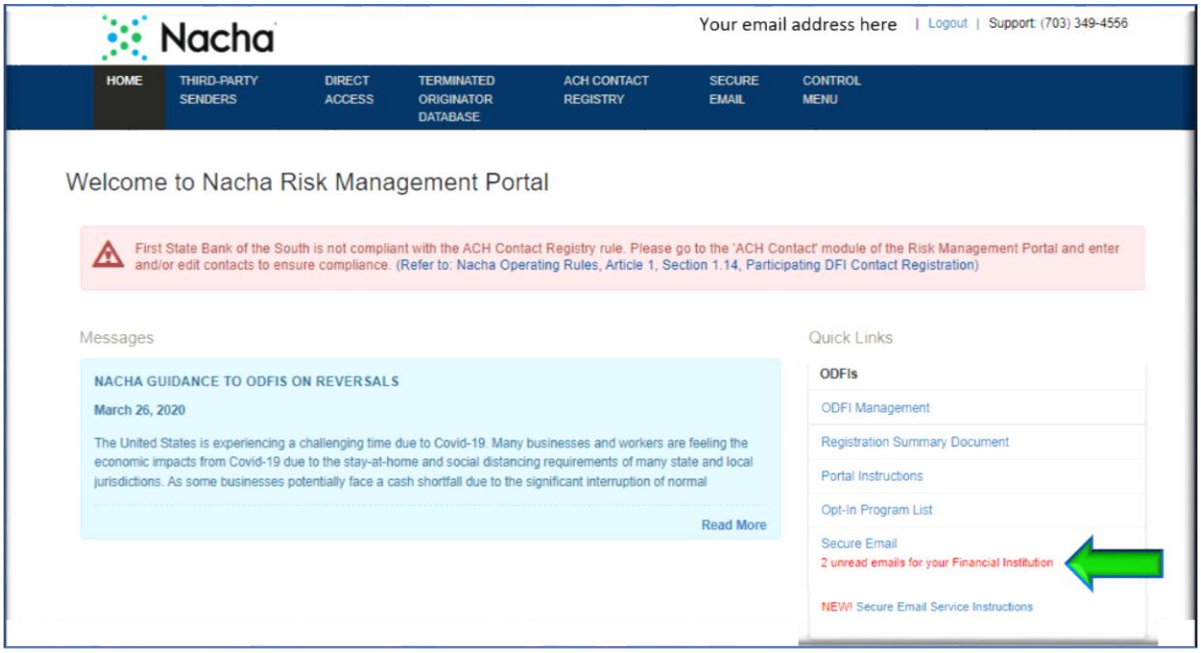
From the main Nacha Risk Management Portal screen, access Secure Email. On this screen, you can access Secure Email from the Menu Bar of the Quick Links box. The two access points (green arrows in screen shot below) are identical so you can use either one.

If you are the first user at your ODFI, you will see the Terms of Use. (See Appendix B for a copy of the Terms of Use.) You will need to accept them to continue and be redirected to the landing page.

Note the blue arrow. It points to a copy of this Reference Guide.




Note: If you have any unread emails, a notification will show on this screen, as shown below:



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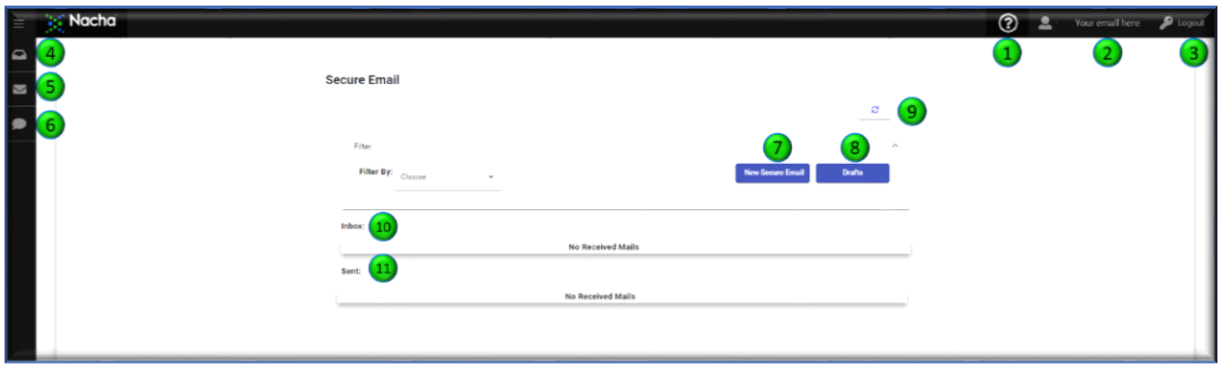
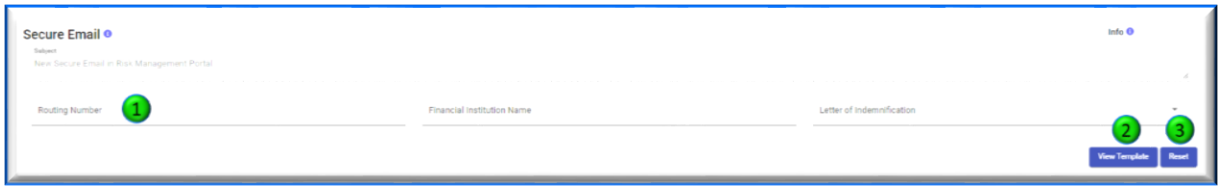
You are redirected to the Secure Email screen, which will open on a separate browser tab. Let's take a tour:




1. This Question Mark is on every screen, and links to this Reference Guide.
2. Your email address is displayed.
3. Log-out button.
4. Secure Email Mailbox (the screen displayed above).
5. Link to Create a new Letter of Indemnification.
6. Link to your Drafts.
7. Button to Create a new Letter of Indemnification.
8. Button linking to your Drafts.
9. Refresh button. If you have sent/received Secure Emails, and you don't see them, click this button to refresh the screen and they will be displayed.
10. Inbox showing all the Secure Emails received.
11. Sent listing showing all the Secure Emails sent.

### 4.3.3 Creating a New Letter of Indemnification

Use either the link in the left side bar (4 in the graphic above) or the button (6) to display this screen:




1. Enter the Routing Number for the RDFI. As mentioned in Section 4.3.1, this information is in the ACH entry detail records. You must access RDFIs using the correct Routing Number. (i.e., you will not be able to access using the FI Name.)
2. If you want to refer to a PDF copy of the Letter of Indemnification, click this "View Template" button, and it will display in another tab. You cannot fill the form out at this location, but you can read it.
3. If you make an error, use the "Reset" button to clear the screen so you can start over.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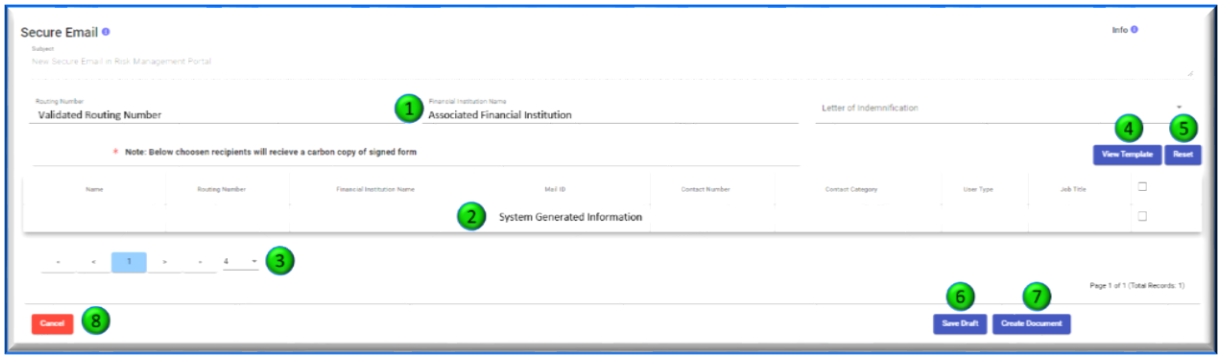
After you enter the RDFI's Routing Number, it will appear just below it if is a valid number in the Portal. Click on the drop-down to fill the FI Name, which then displays the list of recipients.

### 4.3.4 Selecting Recipient(s)

Let's look at your options:




1. When the RDFI's Routing Number is validated by the system, the associated RDFI Name is generated, and these fields are filled in, which leads to #2.
2. The Secure Email system generates a list of individuals associated with the RDFI who can receive Secure Emails. There may be one, there may be many.
3. If there are more than five potential recipients, use this bar feature to scroll through the pages.
4. If you would like to review the Letter of Indemnification, click this button to display it on another screen. You will not be able to fill it in, but you can read it.
5. If you have made an error, click this "Reset" button to reset the screen and select a different RDFI Routing Number.
6. If you do not want to create your Letter of Indemnification at this time, click the "Save Draft" button to save your list of recipients.
7. Use the "Create Document" button to move to the next step.
8. If you want to cancel, click this button. You will then have a pop-up asking you to confirm the cancellation.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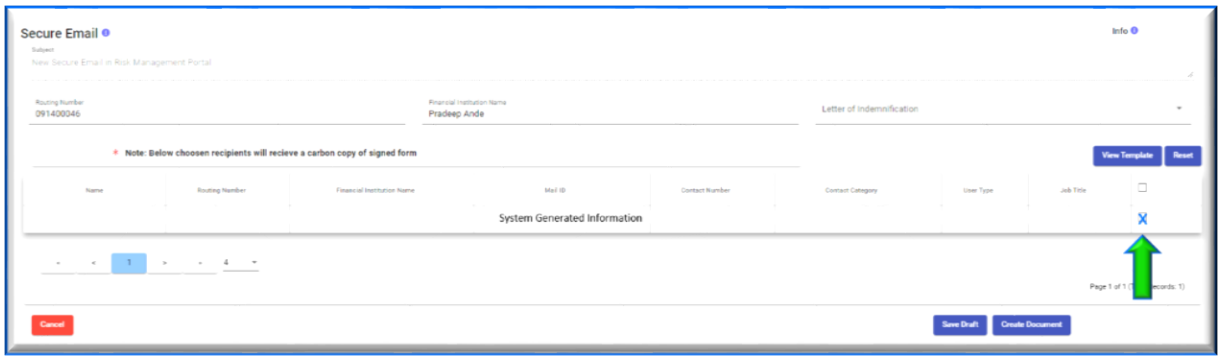
To select RDFI recipient(s), click the box on the right, on the line(s) for the recipient(s) to whom you wish to send the Letter of Indemnification.




In the screen shot above, there is only one recipient line, but you may have multiple potential recipients. You may select as many as you want. The identical Letter of Indemnification will be sent to all of the RDFI recipients. Thus, you only need to create one Letter of Indemnification per RDFI, irrespective of the number of recipients.

When you have selected RDFI recipient(s), click “Create Document” and DocuSign will load in another tab, and display a blank Letter of Indemnification.

### 4.3.5 DocuSign Process

Each time you create a Letter of Indemnification, the first step will be to agree to the “Electronic Record and Signature Disclosure”. Once you click the box, the “Continue” button becomes active. Once you click “Continue” the document goes live.

Fill in all the fields in the Letter of Indemnification, and then click the “Finish” button at the top of the screen. If you attempt to click “Finish” before you have filled in all the fields, DocuSign will point you to the next unfilled line. Section 4.3.1 of this document lists out the information you will need for the Letter of Indemnification.

When you get to the “Signature” line for the first time, you will be presented with a pop-up where you will type in your name, and select the font for your signature. For all Letters of Indemnification after the first time, the system will know your name, and you will just click the “Adopt and Sign” button to fill in the signature field.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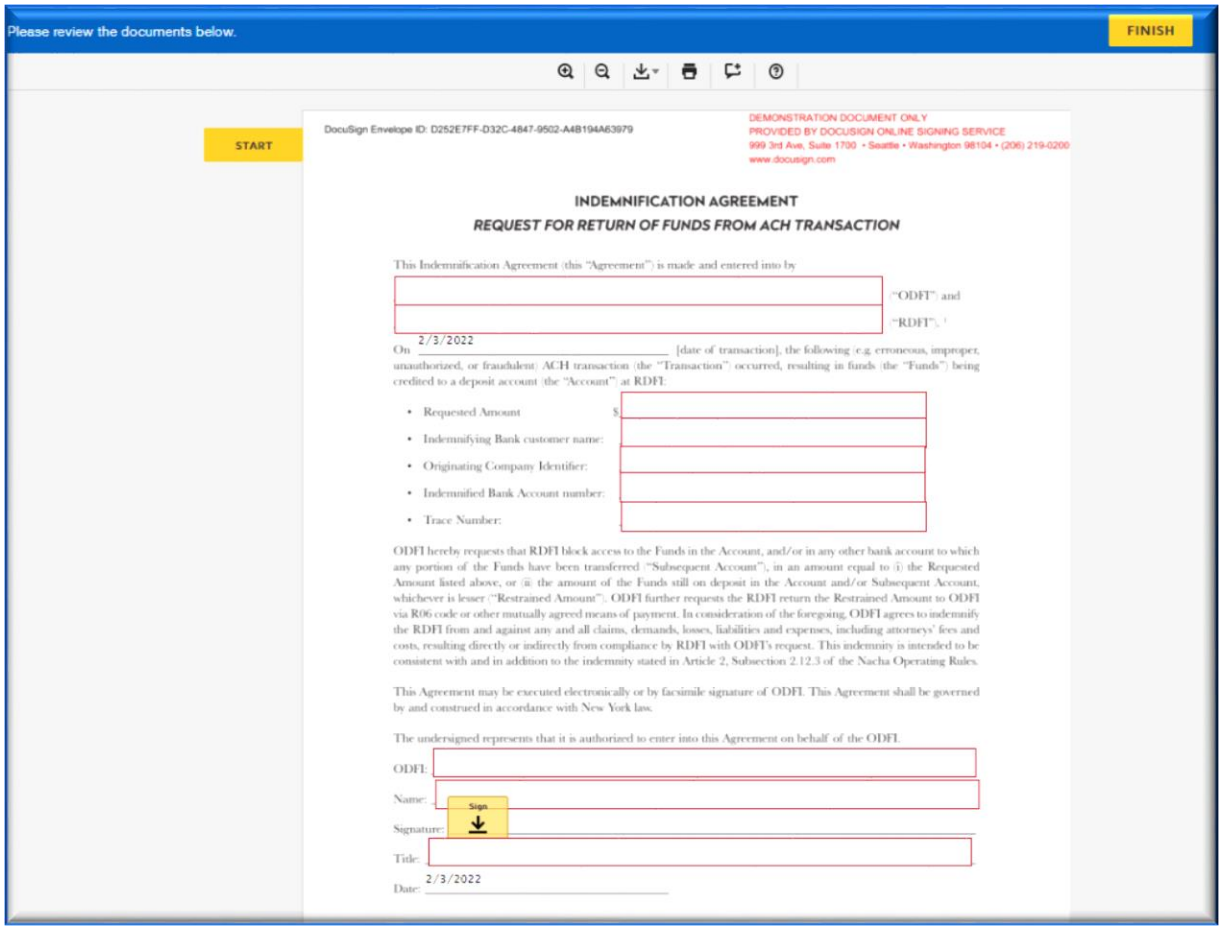
When you click “Finish” you are redirected back to the Secure Email screen.




Click the “Refresh” button to view the sent email in your Sent box.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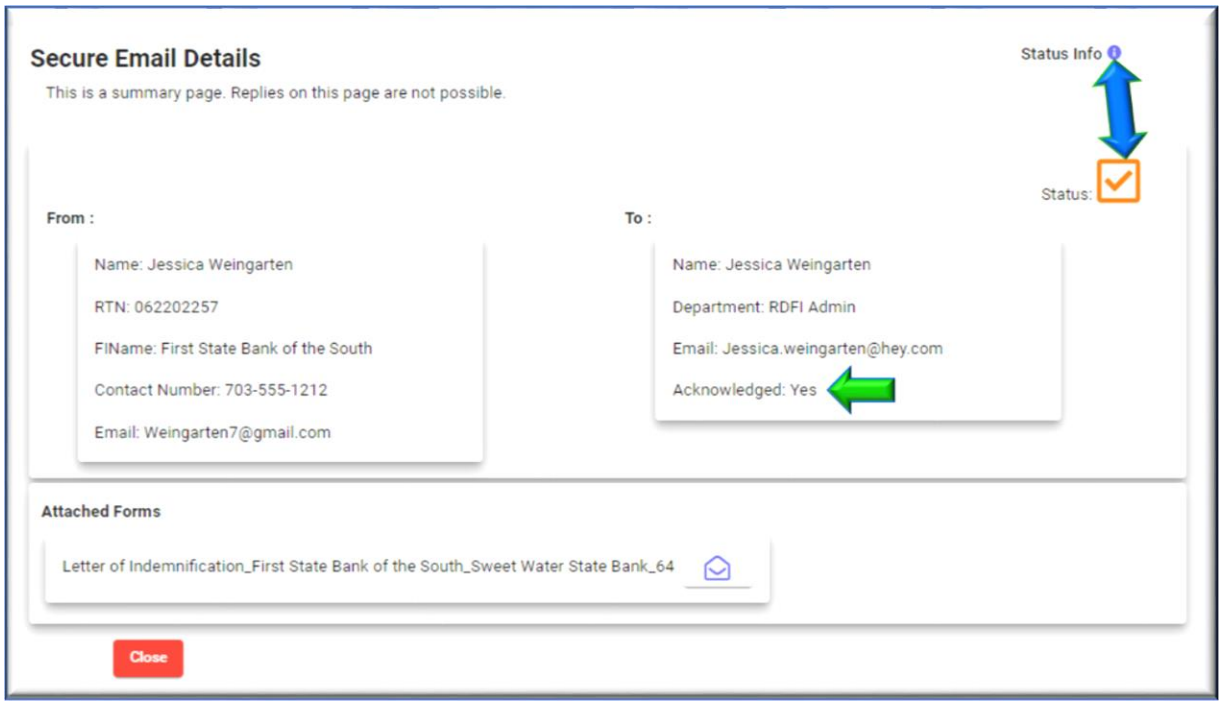
## 4.4 Confirmations

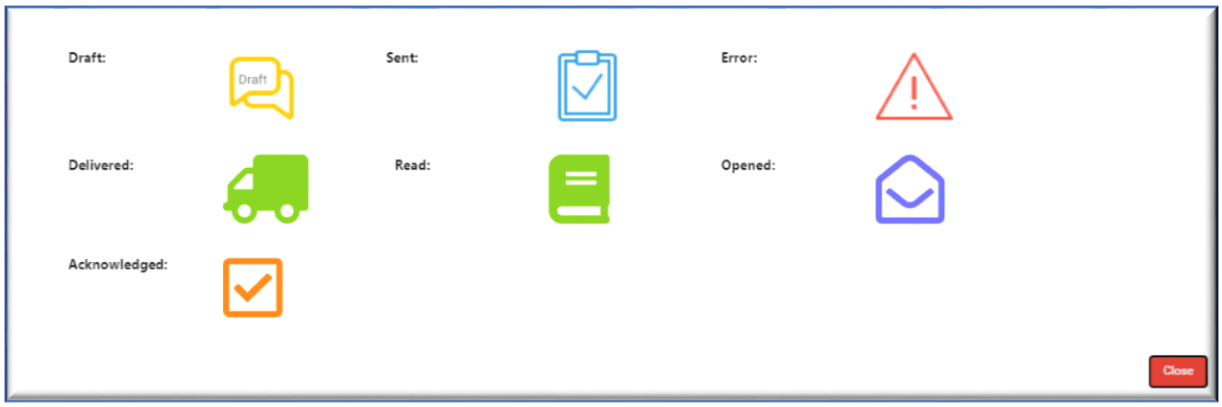
You will receive the following confirmations after your Letter of Indemnification is sent:

- Confirmation that your email was sent. (Email from DocuSign)
- Delivery confirmation that at least one recipient at the RDFI has accessed the email in the Nacha Risk Management Portal. (Email from Nacha.)
- Confirmation that at least one recipient at the RDFI has either opened or downloaded the Letter of Indemnification. (Email from Nacha.)

For complete detailed information on each delivery, go to your Secure Email Sent Box, click on the listed email, and all available information is displayed. When your RDFI Recipient has acknowledged receipt, your detail page will look like this:




Click the Status Info button to see all the possible statuses.





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## 4.5 Automatic Deletion

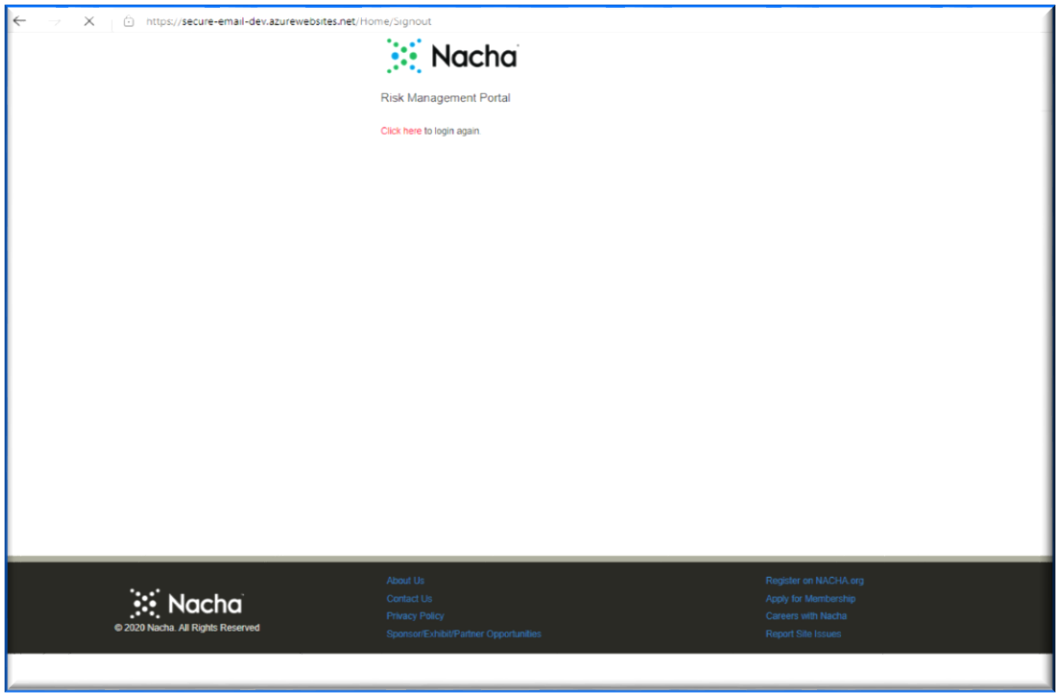
All Secure Emails are automatically deleted after 24 months predicated on the Nacha Retention Policy.

## 4.6 Logging Out

When you have completed your session click the Logout button in the upper right-hand corner of the screen. (Refer to graphic in Section 4.3.2.)

You will see the screen below, which you can either close, or use to log in to the mail Nacha Risk Management Portal.

Note: Secure Email is a separate tab, so the tab to the left will be the main Nacha Risk Management Portal page, which may have timed out during your time on the Secure Email tab.



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# 5 Utilizing Secure Email for Recipients

If you are the recipient of a Secure Email, you will receive an email at the address on record for you directing you to the Nacha Portal.

## 5.1 Before You Begin

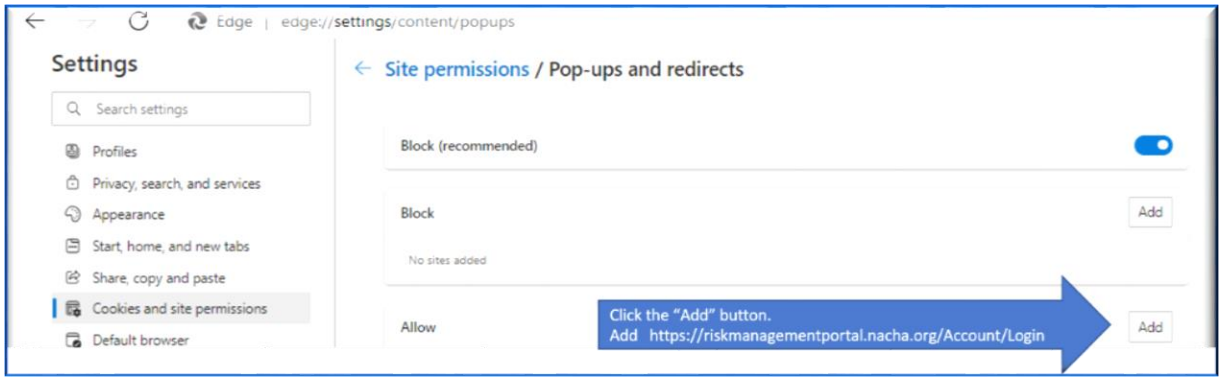
The Secure Email platform requires that you accept pop-ups. To do so, follow the steps below for the browser you use.

The Nacha site you want to enable pop-ups on is:

https://riskmanagementportal.nacha.org/Account/Login

### Edge Browser

- Open Microsoft Edge, select Menu (3 dots icon on top right corner of the browser) > Settings > Site permissions
- Select "Pop-ups and redirects". On that screen →



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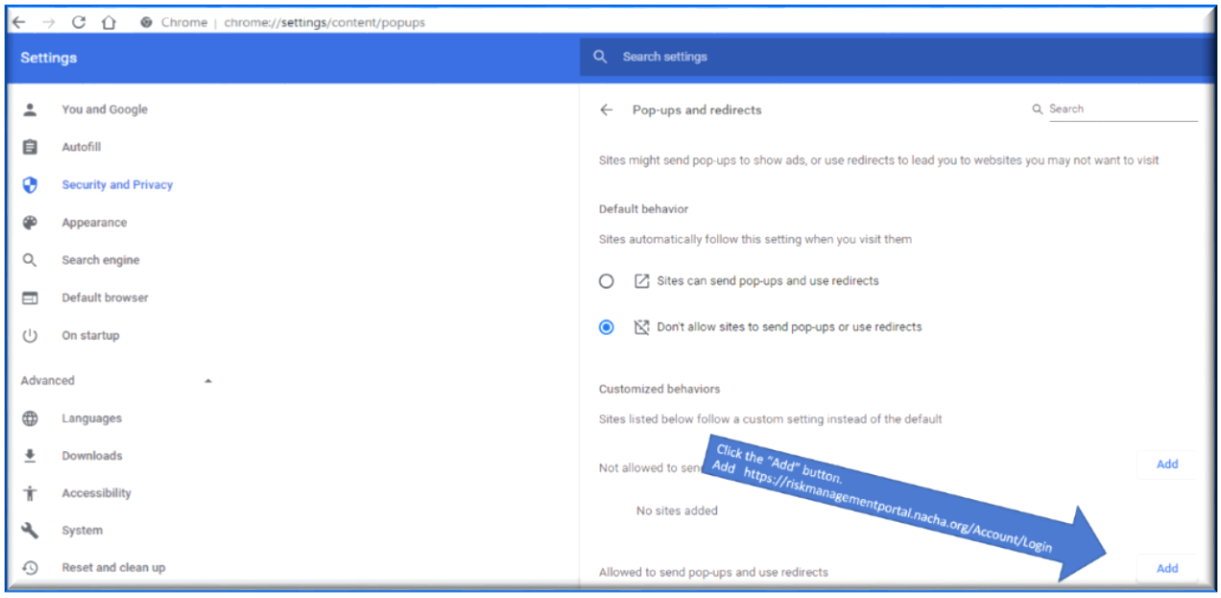
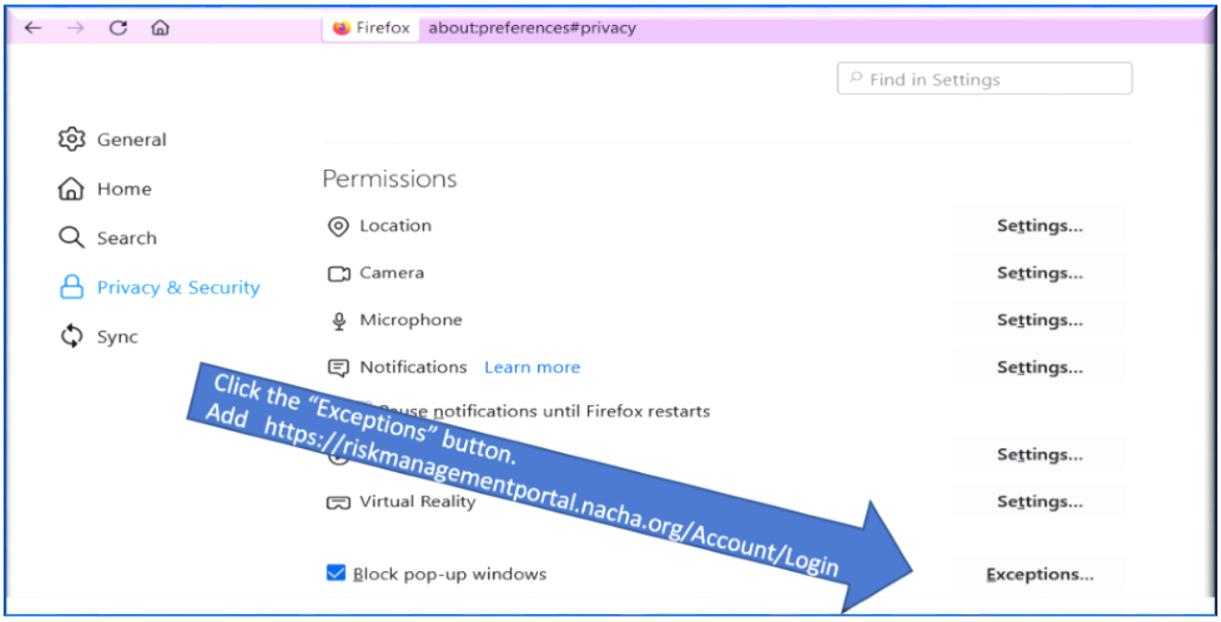
## Chrome Browser

- At the top right, click More ⋮ > Settings.
- Click Privacy and security > Site Settings.
- Click Pop-ups and redirects. On that screen →




## Firefox Browser

- Click the menu button ☰ and select Settings.
- Select the Privacy & Security panel. On that screen →



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## 5.1 First Time Use

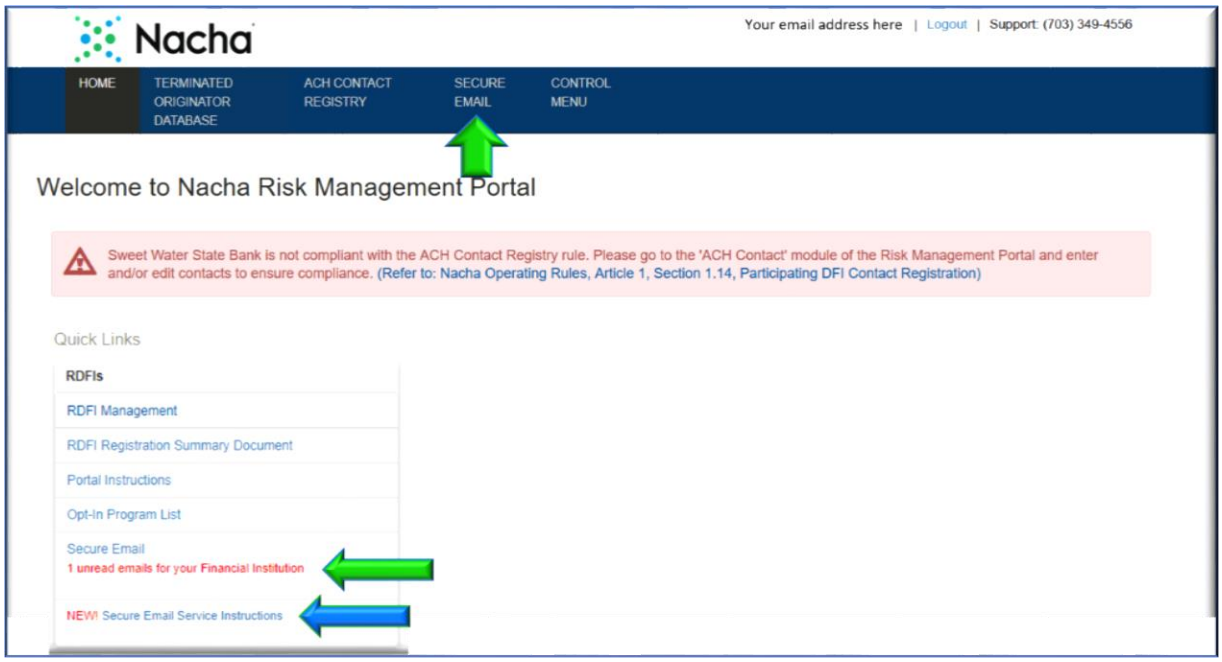
The first time an individual user from an RDFI accesses the Secure Email interface, the user will need to accept the Terms of Use to continue and be redirected to the landing page. Additional users from the RDFI will not see the Terms of Use, as they are accepted once per RDFI. The Terms of Use are shown in Appendix B.

## 5.2 Token Use

When you access the Secure Email screen, a token is created. If you accidentally log out, you will need to follow the access steps again to generate a discrete token.

## 5.3 Accessing Secure Email

From your main Nacha Risk Management Portal screen, access Secure Email. On this screen, you can access Secure Email from the Menu Bar of the Quick Links box. The two access points (green arrows) are identical so you can use either one. Notice that there is a notification (in red) that you have received a Secure Email. The blue arrow links to a copy of this Reference Guide.





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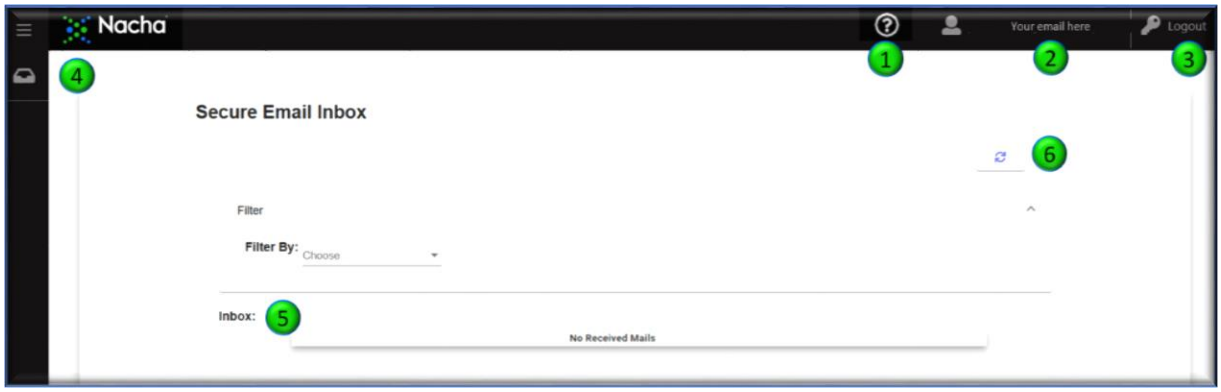
You are directed to the screen below:




1. The Question Mark appears on all screens and links to this Reference Guide.
2. Your email address is displayed here.
3. Logout button.
4. Secure Email Inbox. You can use this link from the Details screen.
5. Your received Letters of Indemnification are listed here.
6. Refresh button. If you have received Secure Emails, and you don't see them, click this button to refresh the screen and they will be displayed.

Click on the Letter of Indemnification in your Inbox that you wish to access.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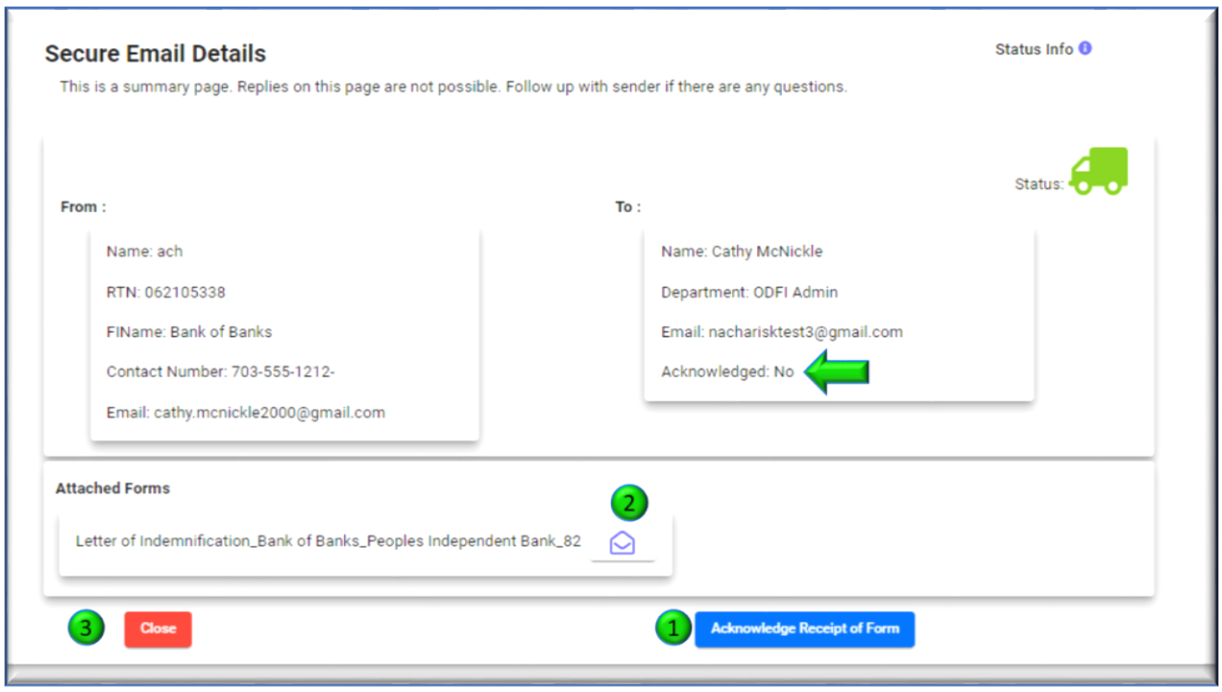
## 5.4 Working with your Letter of Indemnification

Once you click on your Letter of Indemnification in your Inbox, the screen below will be displayed.




1. Click on “Acknowledge Receipt of Form” so the ODFI Sender will know that you have received your Letter of Indemnification.
2. Click on the “Open” button to display a DocuSign version of your Letter of Indemnification. From that screen you can download it and/or print it.
3. The “Close” button returns you to your Secure Email Inbox.

After you click the “Acknowledge Receipt of Form”, the screen will change.

Note: In the screen shot above the green arrow pointing to “No”.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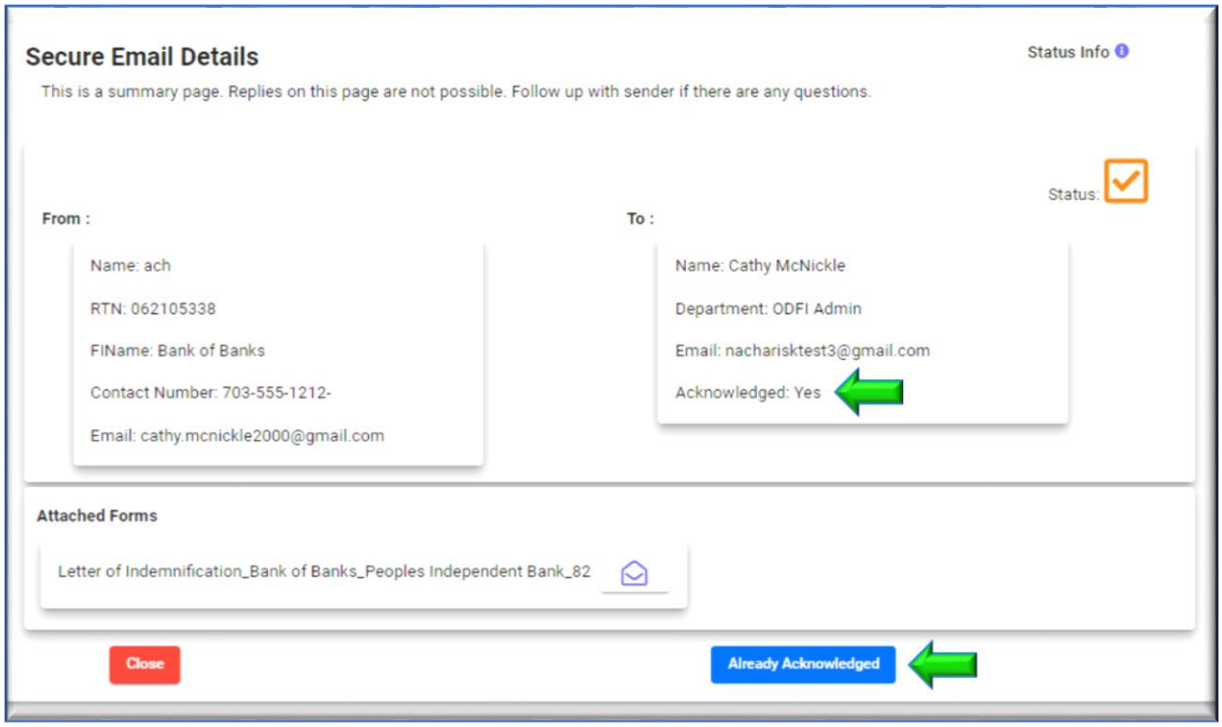
Once acknowledged, the screen will change to this:



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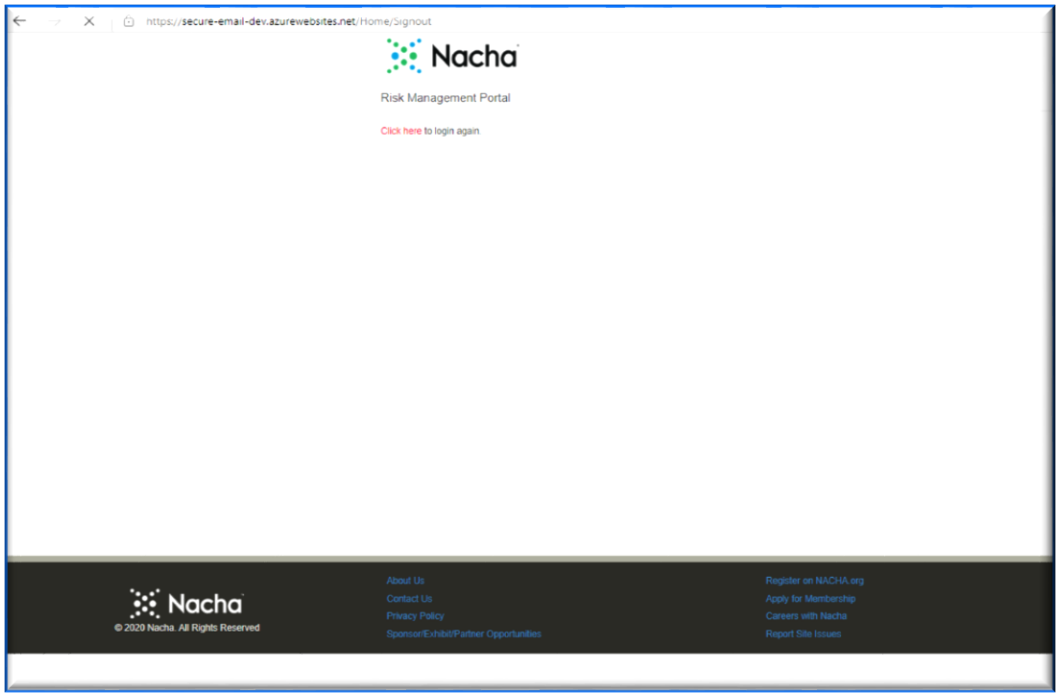
## 5.5 Logging Out

When you have completed your session click the Logout button in the upper right-hand corner of the screen. (Refer to graphic in Section 5.3.)

You will see the screen below, which you can either close, or use to log in to the mail Nacha Risk Management Portal.

Note: Secure Email is a separate tab, so the tab to the left will be the main Nacha Risk Management Portal page, which may have timed out during your time on the Secure Email tab.



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# Appendix A – Letter of Indemnification

## INDEMNIFICATION AGREEMENT

### *REQUEST FOR RETURN OF FUNDS FROM ACH TRANSACTION*

This Indemnification Agreement (this "Agreement") is made and entered into by

_____ ("ODFI") and

_____ ("RDFI"). [1]

On _____ [date of transaction], the following (e.g. erroneous, improper, unauthorized, or fraudulent) ACH transaction (the "Transaction") occurred, resulting in funds (the "Funds") being credited to a deposit account (the "Account") at RDFI:

- Requested Amount $_____
- Indemnifying Bank customer name: _____
- Originating Company Identifier: _____
- Indemnified Bank Account number: _____
- Trace Number: _____

ODFI hereby requests that RDFI block access to the Funds in the Account, and/or in any other bank account to which any portion of the Funds have been transferred ("Subsequent Account"), in an amount equal to (i) the Requested Amount listed above, or (ii) the amount of the Funds still on deposit in the Account and/or Subsequent Account, whichever is lesser ("Restrained Amount"). ODFI further requests the RDFI return the Restrained Amount to ODFI via R06 code or other mutually agreed means of payment. In consideration of the foregoing, ODFI agrees to indemnify the RDFI from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, resulting directly or indirectly from compliance by RDFI with ODFI's request. This indemnity is intended to be consistent with and in addition to the indemnity stated in Article 2, Subsection 2.12.3 of the Nacha Operating Rules.

This Agreement may be executed electronically or by facsimile signature of ODFI. This Agreement shall be governed by and construed in accordance with New York law.

The undersigned represents that it is authorized to enter into this Agreement on behalf of the ODFI.

ODFI: _____

Name: _____

Signature: _____

Title: _____

Date: _____

[1] *ODFI and RDFI are used as defined under the Nacha Operating Rules and Guidelines.*



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## INDEMNIFICATION AGREEMENT FOR USE BY FINANCIAL INSTITUTIONS IN REQUESTING RETURN OF FUNDS FROM ACH ENTRIES

Subsection 2.12.3 of the Rules contains an indemnification provided by the ODFI to an RDFI when the former requests the return of an Erroneous Entry or a credit entry originated without the authorization of the Originator.

There are some cases in which financial institutions might believe that the indemnification in the Rules does not apply, or the RDFI seeks additional assurance from the ODFI. Such situations may include cases in which the original ACH Entry was not Erroneous; the full amount of the original ACH Entry is not available; or funds will be returned outside the ACH Network.

In those cases in which a written request and indemnification is desired, Nacha encourages financial institutions to use the following Indemnification Agreement. The ODFI that requests the return of funds should provide a completed Indemnification Agreement to the RDFI, inserting correct information in all spaces shown. The Indemnification Agreement should be signed by an individual authorized to enter into the agreement on behalf of the ODFI. An RDFI is not required to take any action in response to receiving an Indemnification Agreement from an ODFI.

### *Specific Instructions for ODFIs Requesting Return of Funds*

1. In the appropriate spaces, insert the name of your financial institution (the ODFI), the name of the receiving institution (the RDFI), and the date of the ACH transaction (as indicated in the Effective Entry Date field of the ACH Entry).

2. Requested Amount – Insert the amount of funds being requested, either the original Amount of the ACH Entry, or a lesser amount if not requesting the full amount.

3. Indemnifying Bank customer name – Insert the name of the Originator as shown in the Company Name field of the Company Batch Header Record of the ACH Entry

4. Originating Company Identifier – Insert the Originator's identifier as shown in the Company Identification field of the Company Batch Header Record of the ACH Entry

5. Indemnified Bank Account number – Insert the Receiver's account number as shown in the DFI Account Number field of the Entry Detail Record of the ACH Entry

6. Trace Number – Insert the Trace Number as shown in the Trace Number field of the Entry Detail Record of the ACH Entry

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# Appendix B – Terms of Use

**TERMS OF USE**
**Secure Email Service in the Risk Management Portal**

**PLEASE READ THESE TERMS CAREFULLY. THEY GOVERN USE OF NACHA'S RISK MANAGEMENT PORTAL SECURE EMAIL SERVICE.**

1. Acceptance of Terms; Amendment. This Risk Management Portal Secure Email Service ("Service") is intended solely to be used for electronic communications between financial institutions for the purpose of exchanging indemnity agreements. By accessing and using this Service, you ("Subscriber" or "You") accept and agree to be bound by these Terms of Use ("Terms"). You hereby represent and warrant that you are a Participating Depository Financial Institution in the ACH Network, that you are in full compliance with the Nacha Operating Rules and that you have full right, power and authority to enter into and comply with these Terms. You agree to comply with all applicable laws and regulations in connection with your use of the Service. Nacha reserves the right to periodically amend or modify these Terms by making a copy available to you. An updated version of the Terms shall be effective with respect to all of your usage of the Service after the date such updated Terms are first made available to you. Capitalized terms that are used herein, but are not specifically defined in this document, have the meanings assigned to them in the Nacha Operating Rules as amended by Nacha from time to time.

2. Access Requirements. Each employee authorized by you to use the Service (each an "Authorized User") must have an email address with a domain name assigned to you and meet such other authentication requirements as are required by Nacha from time to time. You are responsible for all acts and omissions of Authorized Users with respect to the Service, and for the compliance of Authorized Users with these Terms. You agree to use the security procedures promulgated by Nacha from time to time to control access to the Service and preserve the confidentiality and security of the data contained therein. You are responsible for maintaining in strict confidence any security credentials provided to any Authorized User for purposes of using the Service, and you shall not to share such security credentials except within your institution as necessary to use the Service. You are solely responsible for all activity that occurs using those security credentials. You must promptly notify Nacha of any unauthorized use of your security credentials, or any other breach of security or potentially unauthorized or impermissible activity relating to the Service of which you become aware.

You agree not to change, disrupt or distort the functioning of the Service, to solicit another Subscriber's security credentials, or otherwise act in a way that interferes with other Subscribers' use of the site. In accessing, transmitting or posting to the Service, you agree not to post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information, such as any viruses, worms, Trojan horses or other destructive features or to use any device, software or routine to interfere or attempt to interfere with the proper working or functions of the Service. You may not access the Service via any outside service provider, consultant, agent or other third party, nor may you or shall you access the Service for, or distribute any information contained herein, to any third party. You shall not and may not obtain or attempt to obtain any materials or information through any means not intentionally made available to Subscribers through the Service.

3. Sending Forms through the Service. Forms drafted and sent using this Service are stored by a third-party vendor and are not stored by Nacha. Nacha is not responsible for the investigation, defense, settlement and discharge of any third-party claims that your use of Secure Email in the Risk Management Portal infringes on that third party's intellectual property rights. You agree to comply with any applicable third-party terms and conditions as may be amended from time to time when using the Secure Email Service in the Risk Management Portal.

DocuSign MSA: https://www.docusign.com/company/terms-and-conditions/msa
DocuSign Terms: https://www.docusign.com/company/terms-and-conditions/msa-service-schedules

While drafting and sending forms using Secure Email in the Risk Management Portal, you are responsible for ensuring the accuracy of information in the form and that the forms are used only for the purposes permitted by the Nacha Operating Rules. Nacha shall not be responsible or liable for the accuracy or availability of any information transmitted or made available via the Secure Email in the Risk Management Portal, and shall not be responsible or liable for any error or omissions in that information.

4. Use Obligations. You acknowledge and agree that the information transmitted through the Service is confidential information that you may only use, disclose, disseminate, or copy in strict accordance with these Terms. You may not share any information obtained through the Service outside of your institution. You may not and shall not publish, disseminate, distribute, or copy such information.


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You agree to use the Service solely for your own internal business purposes in accordance with these Terms and solely in conformance with your obligations herein. You are solely responsible for all your acts and omissions in connection with, or reliance on, any information that you access, at any time, past or present, through the Service.

5. Disputes. Nacha is not responsible for resolution of any dispute between users of the Service.

6. Disclaimer of Warranties. All use of the Service is at your own risk and you agree to bear all such risk, related costs and liability, and be responsible for your use of all information that you access or obtain through the Service as a condition of your right to access the Service. Nacha assumes no responsibility for any errors, omissions, or inaccuracies whatsoever in the information provided in the Service. The Service, including all information contained in, accessed or obtained through the Service is provided "as is" without representation or warranty of any kind, whether express or implied.

NACHA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION (EVEN IF CREATED BY THE INTERNATIONAL SALE OF GOODS CONVENTION), NON-INFRINGEMENT, OR IMPLIED ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. Limitation of Liability. Under no circumstances will Nacha be liable for any loss or damage caused by your reliance on information accessed or obtained through the Service. It is your sole responsibility to evaluate any information provided through the Service, including for timeliness, accuracy, completeness and usefulness.

8. Indemnification. You agree to defend, indemnify, and hold harmless Nacha and its directors, officers, employees, agents, and contractors from and against all losses, claims, threatened claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, of any kind that arise from your use or misuse of the Service, including use of data or information contained therein or accessed thereby, your non-compliance with these Terms, or your violation of any third-party rights.

9. Intellectual Property Rights. All property or other proprietary rights, including patents, designs, trademarks, copyright or trade-secrets, relating to the Service, including software and information, are the exclusive property of Nacha and its licensors. Nacha and its licensors, as applicable, will retain all right, title and interest in and to all intellectual property rights in the information available through the Service. Any rights not expressly granted herein are reserved.

10. Term and Termination. If the Service is used by you in a way in which Nacha, in its sole discretion, deems to violate these Terms, Nacha may take any action it deems necessary in its sole discretion, including the immediate suspension or termination of all or any portion of your use of the Service. You expressly acknowledge and agree that Nacha is permitted to perform these actions or temporarily or permanently discontinue the Service or your access to the Service, at any time and shall not be liable in any way for any such action.

Nacha reserves the right to investigate suspected violations of these Terms. You hereby authorize Nacha to cooperate with (a) law enforcement authorities in the investigation of suspected criminal violations and (b) system administrators at Internet service providers, networks or computing facilities in order to enforce these Terms. Such cooperation may include providing the username, IP address, or other identifying information about Subscribers. Nacha reserves the right at all times to disclose any information as Nacha deems necessary to satisfy any applicable law, regulation, legal process or governmental request. Nacha further reserves the right to edit, modify or delete any information or materials regarding the Service in connection with any applicable law, regulation, legal process or governmental request, but is under no obligation to do so.

Notwithstanding the foregoing, Nacha reserves the right, in its sole discretion, to terminate Subscribers' access to the Service or any portion of either, for any reason without notice. Subscriber may terminate its participation in Service at any time upon prior written notice to Nacha.

These Terms continue to govern any rights and obligations with respect to your use of the Service prior to termination of such use.

11. Governing Law. These Terms will be governed by and construed in accordance with U.S. federal law and the laws of New York, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these Terms, the Service will be filed only in the state or federal courts located in Delaware.


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12. Miscellaneous. You acknowledge and agree that Nacha does not host this platform and does not store any of the forms or other PII exchanged via the platform.

13. Complete Agreement. These Terms represent the entire understanding relating to the use of the Service and prevail over any prior or contemporaneous, conflicting or additional, communications with respect to the subject matter hereof. Except as provided in Section 7 and as provided herein with respect to Nacha, the parties do not intend that any third party be a beneficiary of these Terms.

14. Severability. If any provision of these Terms shall for any reason and to any extent be determined by any court or other entity of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree that any such invalid or unenforceable provisions shall be deemed replaced with valid and enforceable provisions that, to the extent possible, are coextensive with the business purposes and intent of such invalid and unenforceable provisions.

15. Interpretation. As used herein, (I) the terms “include” and “including” are meant to be inclusive and shall be deemed to mean “include without limitation” or “including without limitation,” (ii) the word “or” is disjunctive, but not necessarily exclusive, (iii) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa, and (iv) any term defined in a particular tense shall include other tenses of that term. The headings of these Terms are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of these Terms.

16. Contacting Nacha. Please contact Nacha at (703) 349-4556 with any questions about these Terms.


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