

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.

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.

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.