



Nacha Risk Management Portal:
Reference Guide for
Receiving Depository Financial Institutions
(RDFIs)

July 2022

Contents

- 1 Introduction 1
- 2 Terms of Use 1
- 3 RDFI Portal Roles..... 1
- 4 Accessing the Nacha Risk Management Portal..... 2
 - 4.1 One-Time Authentication Code..... 2
 - 4.2 Password Reset 3
 - 4.3 Profile Management..... 4
- 5 Nacha Risk Management Portal Introduction..... 5
- 6 RDFI Management Screen 6
- 7 Control Menu..... 6
 - 7.1 Add a New Portal User 8
 - 7.2 Edit an Existing Portal User 9
 - 7.3 Deactivate a Portal User 10
 - 7.4 Reactivate a Portal User 10
 - 7.5 Change the Portal Administrator 11
- 8 Registration Summary..... 12
- 9 ACH Contact Registry 15
 - 9.1 ACH Contact Registry..... 16
 - 9.1.1 Create Contact..... 17
 - 9.1.2 Add/Edit Notes 20
- Appendix 1 – Terms of Service..... 22
- Appendix 2 – Secure Email..... 28
- Introduction 29
- What is the Secure Email Service? 29
- Secure Email Process 29
- Utilizing Secure Email for Senders 29
 - First Time Use 30
 - Creating and Sending a Letter of Indemnification 30



Before You Begin.....	30
Accessing Secure Email	33
Creating a New Letter of Indemnification	35
Selecting Recipient(s).....	35
DocuSign Process	36
Confirmations.....	38
Automatic Deletion	39
Logging Out	39
Utilizing the Secure Email Service for Recipients.....	41
Before You Begin.....	41
First Time Use	43
Accessing Secure Email	43
Working with your Letter of Indemnification	45
Logging Out	47
Appendix A – Letter of Indemnification	48
Appendix B – Terms of Use	50



1 Introduction

Welcome to the Nacha Risk Management Portal. It is the single resource to access all of Nacha's risk databases available to financial institutions and can serve as effective tools to support risk mitigation activities.

If you have questions beyond what is covered in this Reference Guide, please reach out to:

- Nacha Risk Management Portal Support Line: 703-349-4556
- Nacha Risk Management Portal Support Email: rmportal@nacha.org

2 Terms of Use

Prior to using the Nacha Risk Management Portal, each user will need to agree to the Terms of Use. They are shown in their entirety in [Appendix 1](#) to this document. The first time each user logs on to the Portal, the Terms will be shown as a pop-up on the screen, and the user will need to agree prior to logging in to the Portal. This will only need to be completed once for each user.

3 RDFI Portal Roles

Listed below are the different roles that RDFIs can have within the Nacha Risk Management Portal.

Admin: RDFI Administrator

- Keeper of the records for the financial institution
- Access to edit financial institution registrations, manage Users, manage ACH Contact Users and Registry contacts
- Receives email notifications of changes, like deactivations
- Can change their own role from Administrator to Portal User
- Can add and deactivate Portal Users
- Two Administrators per financial institution

User: RDFI Portal User

- Access to edit financial institution registrations, manage ACH Contact Users and search Registry contacts
- Financial institutions may have up to 8 Portal Users

User: ACH Contact User

- Access to ACH Contact Registry only
- Search and view other financial institutions' contacts
- Edit own Registry contact information

Registry Contact: Contact Only – Not a User

- No Portal access
- Financial institution Administrator has chosen not to provide the individual/department with login credentials

4 Accessing the Nacha Risk Management Portal

After completing your registration, each Administrator and Portal User identified at registration will receive an email to establish their Portal credentials.

4.1 One-Time Authentication Code

NOTE:

The Risk Management Portal will log users out after five (5) minutes of inactivity. Users are required to log in again, and submit a One-Time Authorization Code (OTAC) every time one is logged out. Select "Remember One-Time Code" so that the OTAC emailed to the user remains valid and saved in the system for 14 days. (Refer to graphic below.) This step must be completed after each 14-day period.

One-Time Authentication

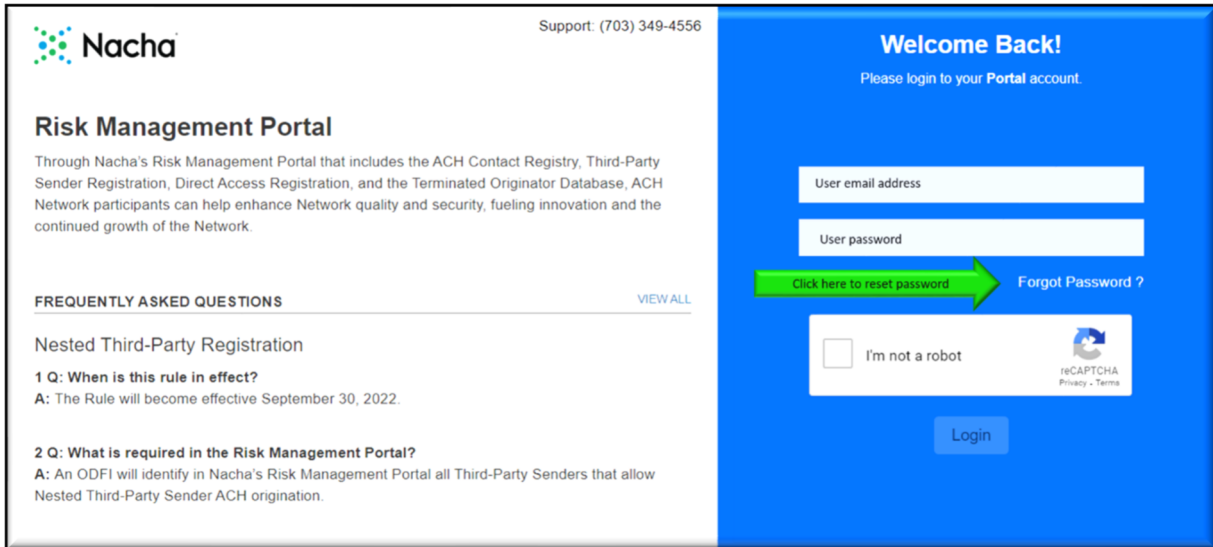
One-Time Authentication Code

Remember One Time Code

Submit

4.2 Password Reset

1. There are two ways to reset your password. Select “Forgot Password” from the Risk Management Portal login screen, or if you are a Portal User, ask your financial institution’s Administrator to reset your password.



The screenshot shows the Nacha Risk Management Portal login interface. On the left, the white header includes the Nacha logo and support contact information. Below this, the 'Risk Management Portal' title is followed by a descriptive paragraph. A 'FREQUENTLY ASKED QUESTIONS' section lists two questions and their answers. On the right, the blue header says 'Welcome Back!' and 'Please login to your Portal account.' The login form consists of two input fields: 'User email address' and 'User password'. A green arrow points to the 'Forgot Password?' link. Below the password field is a reCAPTCHA 'I'm not a robot' checkbox and a 'Login' button.

2. You will receive an email with a temporary password. Use the link provided in the email to log in and create a new password. The new password must be between 10 and 50 characters and contain one capital letter, one number, and one special character.
3. Once your password has been changed, you will be redirected to the login page again. Enter your email address and your new password. At this time, an email will be sent to you containing an OTAC, as described above.

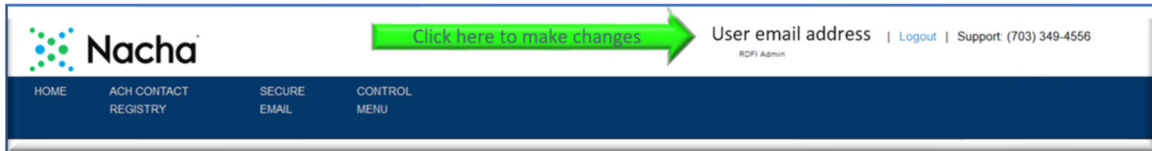
NOTE:

If you do not receive the OTAC email, please check your spam and junk folders, and ensure internal email servers are configured to white-list nacha.org. Emails are automatically and immediately generated from the Database. Delivery to your mailbox may be delayed by your internal email system.

4.3 Profile Management

Administrators and Portal Users can edit their first name, last name, contact number, and change their password. To do so:

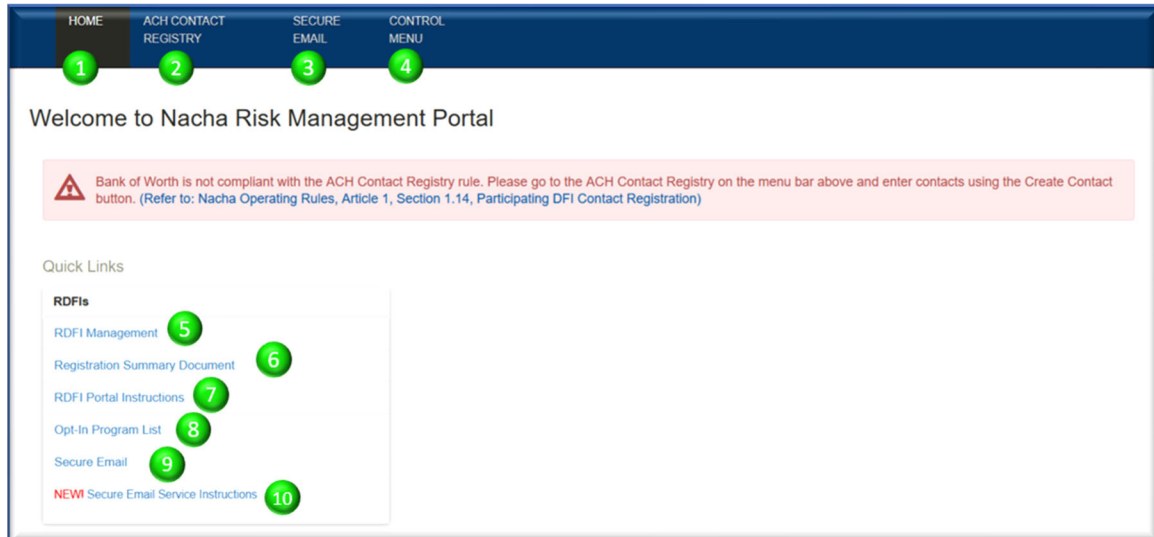
1. Click on your email address at the top right of the screen.



2. Update any fields in the pop-up by using the “Edit” button, or using the “Change Password” fields. When ready, click the “Submit” button, and your changes will take effect.

5 Nacha Risk Management Portal Introduction

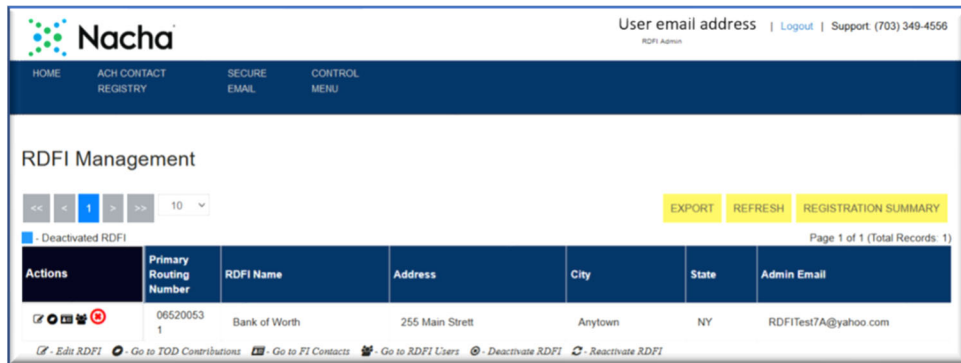
After logging in, you will see the below screen shot as your Home Page. If you see a red banner, you are out of compliance, and will need to update your ACH Contact Registry (see [Section 9.](#))



1. Clicking “HOME” will return you to this screen.
2. “ACH Contact Registry” is covered in [Section 9.](#)
3. “Secure Email is covered in [Appendix 2.](#)
4. Control Menu is covered in [Section 7.](#)
5. RDFI Management is covered in [Section 6.](#)
6. Registration Summary Document is covered in [Section 8.](#)
7. A copy of this Reference Guide is available when you click the “Portal Instructions” link.
8. The “Opt-In Program List” shows participant information, if any, in the State Unemployment Benefit Opt-In Program.
9. “Secure Email” is listed here, and on the top Menu Bar. See [Appendix 2.](#)
10. Instructions for the Secure Email Service are available by clicking this link.

6 RDFI Management Screen

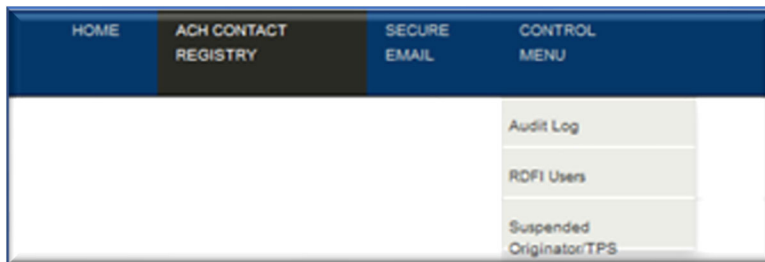
This is the RDFI Management Screen:



Think of this as a summary screen for many of the other actions available on the Portal. You can view and export information on your RDFI, and you can use the “Edit” function in the “Actions” column to update your RDFI information (except the primary Routing Number.) The other “Actions” functions are links to other available actions, and they are discussed in the upcoming Sections.

7 Control Menu

The Control Menu has three items:



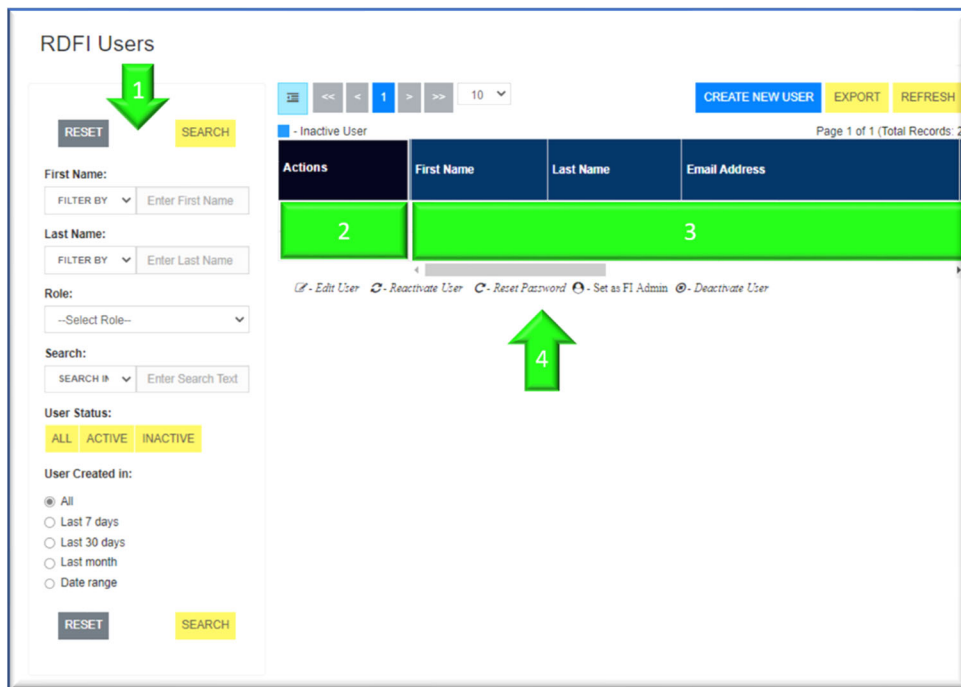
You can view the Audit Log for your RDFI, and also Suspended Originators/TPS. But you will often access this menu for user management. RDFI Administrators can undertake the following user management tasks in the NACHA Risk Management Portal:

- Add New Portal Users
- Edit Existing Portal Users
- Deactivate Portal Users
- Reactivate Portal Users
- Change the Portal Administrator

To access any of the RDFI Administrator Management tasks, click on “Control Menu” on the Menu Bar, and then click “RDFI Users”.



This screen will be displayed.



1. If you want to search for users, use this menu to set your parameters, and then click “Search” at the bottom of the menu.
2. Actions available for the specific user are in this area.
3. List of Administrators and Users from your RDFI. Note that there is a scroll bar and more information is available for each user in this listing.
4. Note these abbreviations which apply to the Actions in the column marked 2.

From this screen, you can undertake all of the actions listed at the beginning of this section. We will look at each individually.

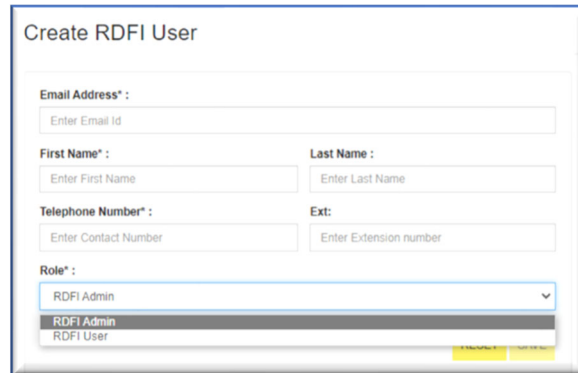


7.1 Add a New Portal User

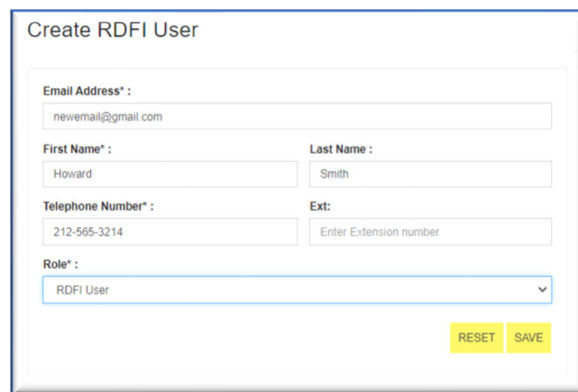
To add a New Portal User, click on “Create New User”.



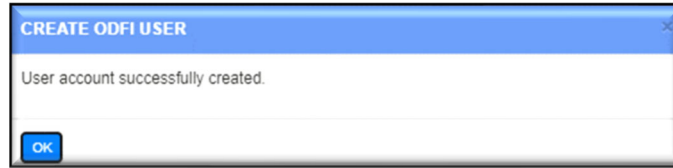
This screen appears:

A screenshot of a 'Create RDFI User' form. The form has several input fields: 'Email Address*' (with placeholder 'Enter Email Id'), 'First Name*' (with placeholder 'Enter First Name'), 'Last Name*' (with placeholder 'Enter Last Name'), 'Telephone Number*' (with placeholder 'Enter Contact Number'), and 'Ext:' (with placeholder 'Enter Extension number'). There is also a 'Role*' dropdown menu with 'RDFI Admin' selected. The form is titled 'Create RDFI User'.

The Administrator enters the First Name, Last Name, Email, and Contact Number (with extension if necessary) and then selects either the RDFI Admin or RDFI User Role. In our example, we are creating a new user, Howard Smith:

A screenshot of the 'Create RDFI User' form with the following data entered: 'Email Address*' is 'newemail@gmail.com', 'First Name*' is 'Howard', 'Last Name*' is 'Smith', 'Telephone Number*' is '212-565-3214', and 'Ext:' is empty. The 'Role*' dropdown menu is set to 'RDFI User'. The form is titled 'Create RDFI User' and has 'RESET' and 'SAVE' buttons at the bottom right.

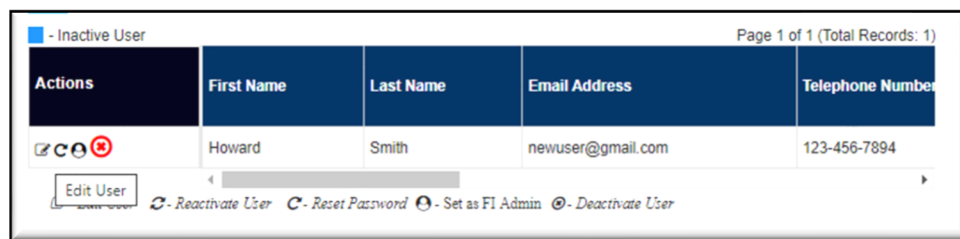
Once created, click “SAVE” and view the pop-up below:



Once you click “OK”, the new User appears on the listing.

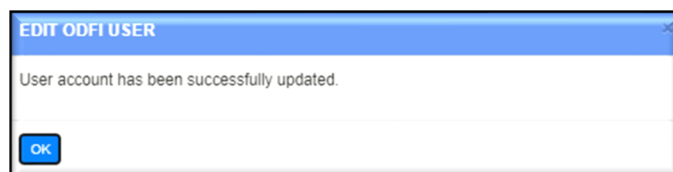
7.2 Edit an Existing Portal User

To edit our example Howard, search for him in the menu bar to bring up his listing:



In the Actions column, click in the left-most box to Edit User. Make your changes in the Edit screen shown below, and then click “SAVE”.

The pop-up below appears. Click “OK” and your changes are saved.

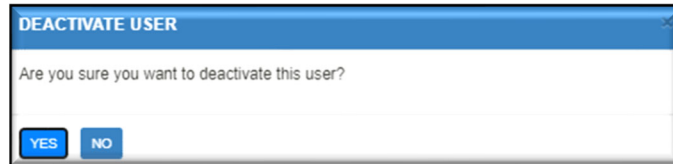


7.3 Deactivate a Portal User

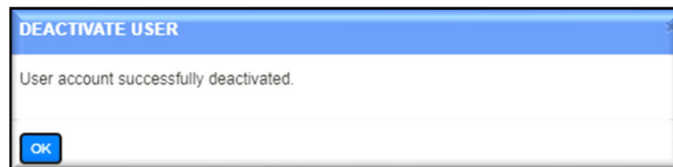
To deactivate a user, click the red “X”.



The pop-up below appears. Confirm the deactivation.

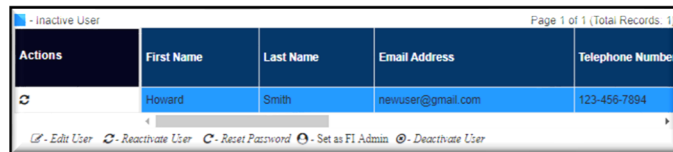


After deactivation confirmation, this pop-up will appear. Click “OK”.

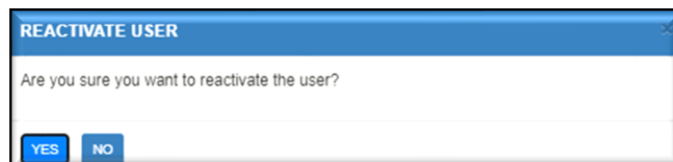


7.4 Reactivate a Portal User

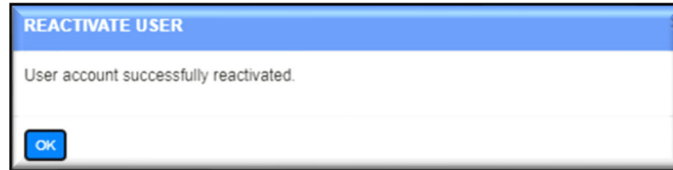
Once a User is deactivated, they look different on the listing in that their line is highlighted in blue, and the only Action available is to reactivate them.



When you click the “Reactivate User” icon, this message appears, and you’ll need to confirm reactivation.



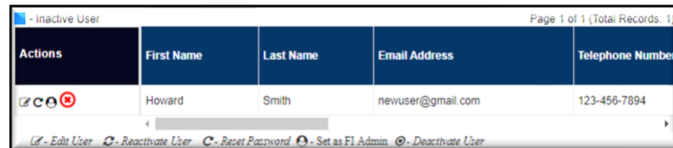
Your user has been successfully reactivated. Click “OK”.



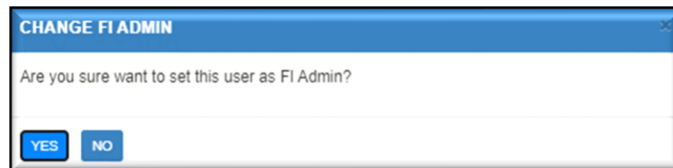
And then your user is back to being an active user.

7.5 Change the Portal Administrator

We have looked at how to create, edit, deactivate, and reactivate a user. Let’s take another look at Howard.



Notice the icon to the left of the red X “Deactivate User” icon. Clicking on that icon will allow you to make Howard (or whomever) an Admin. Remember, each RDFI account may have 2 Admins and up to 8 users. You will see the pop-up below, and you would need to confirm.



And yes, you can also switch people between Admins and Users using the “Edit User” screen. Each RDFI must have a minimum of one (1) Admin at all times.

8 Registration Summary

You may need to provide your auditor with a Registration Summary. The information on the Registration Summary Document link is an acceptable proof of confirmation.

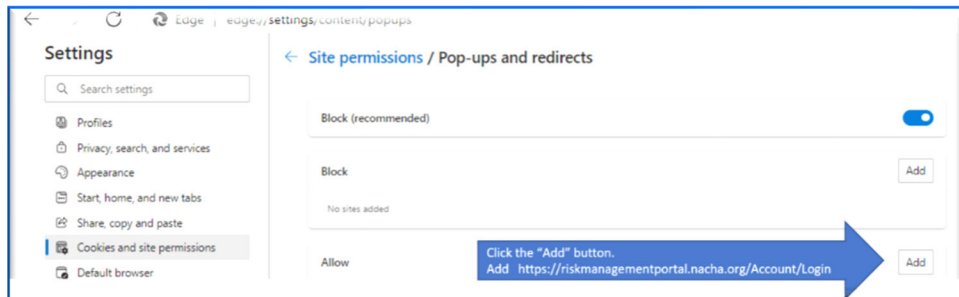
The Registration Summary Document link opens in a new tab, and thus you must enable pop-ups or the second screen will not open. The site you want to enable pop-ups for is:

[Registration Summary \(nacha.org\)](https://riskmanagementportal.nacha.org)


There are different processes to enable pop-ups for different browsers. Information on the most common browsers are shown below:

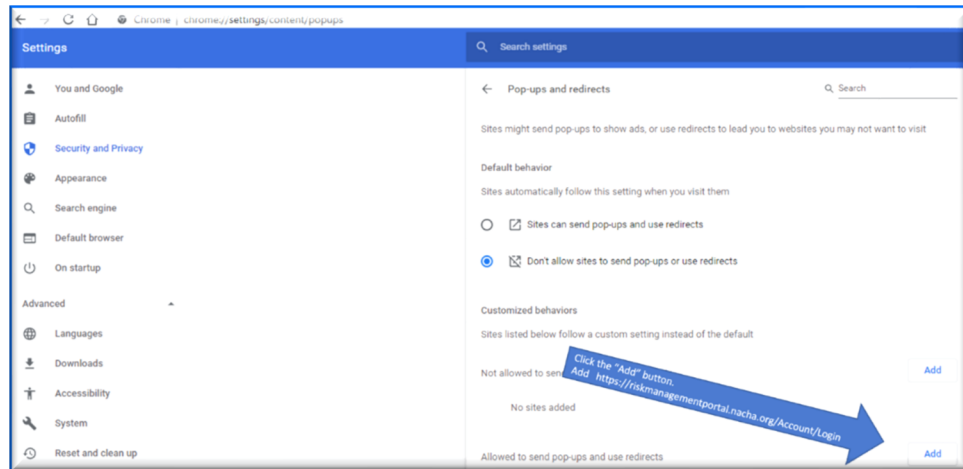
Edge Browser

- 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 →



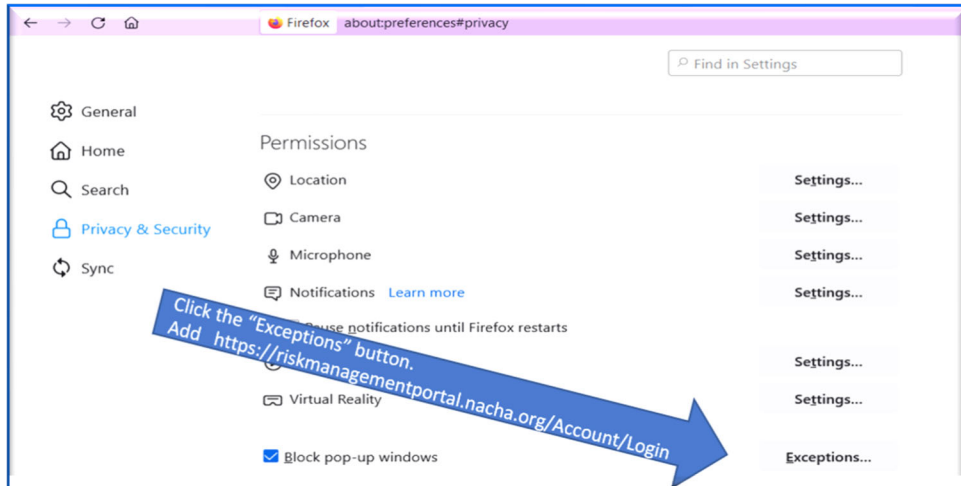
Chrome Browser

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

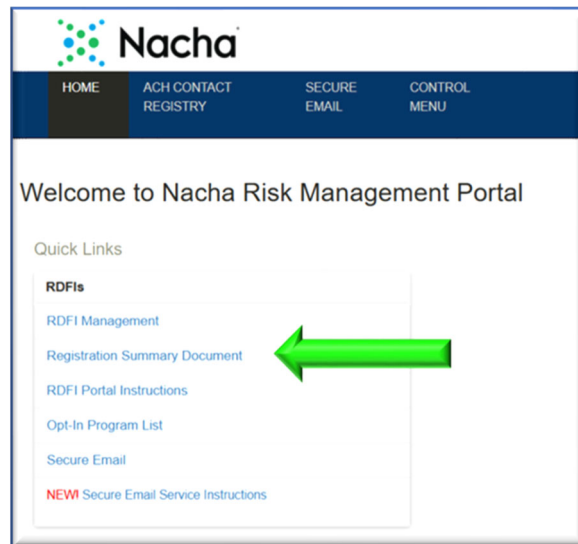


Firefox Browser

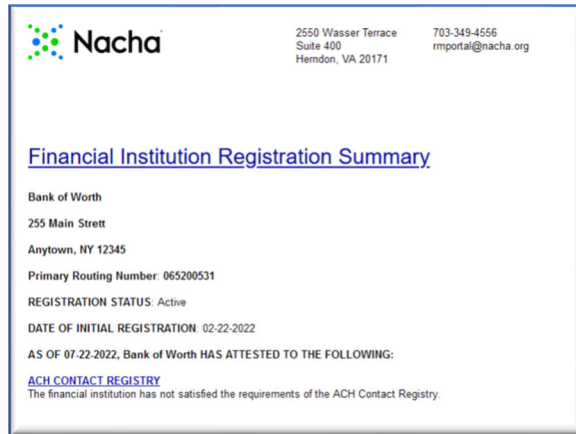
- Click the menu button ☰ and select Settings.
- Select the Privacy & Security panel. On that screen →



Once your browser allows pop-ups, click the link as shown below, on the main Portal screen:



A one-page summary will appear in a new window. Below is a sample. Your summary will have all of your FI-specific information.

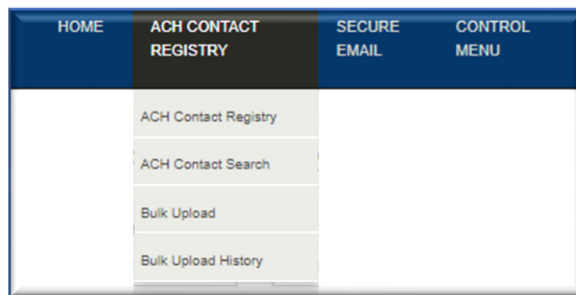


Use your browser’s print option to print and/or save the one-page registration confirmation. This confirmation page is typically what an auditor will need in order to confirm your registration with NACHA. If your auditor requires more information, use the export function to provide the additional information from ACH Contact Registry module located on the top menu bar.

9 ACH Contact Registry

The ACH Contact Registry is for financial institutions to be able to more easily connect with other financial institutions about ACH operations, exceptions and risk management and is a requirement of all financial institutions in the NACHA Operating Rules. (See *NACHA Operating Rules, Section 1.14, Participating DFI Contact Registration.*)

The ACH Contact Registry module allows you to view, update, and edit your registry contacts, search for other FI’s contacts, use bulk upload, and review your bulk upload history.



We will look at these options in menu order.

9.1 ACH Contact Registry

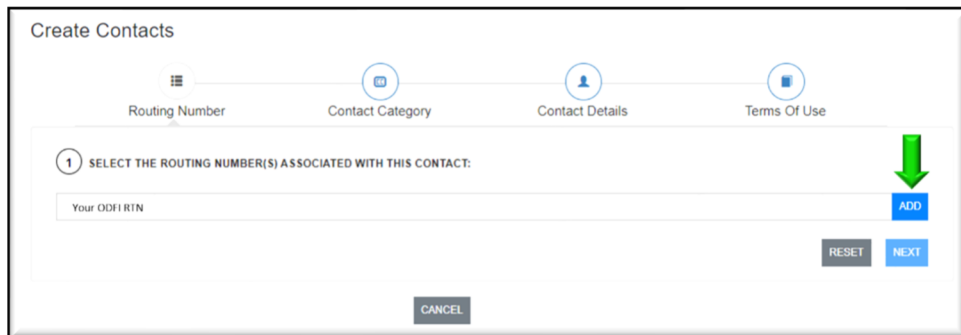
This is a sample of the ACH Contact Registry:

The screenshot shows the ACH Contact Registry interface. At the top, there are buttons for 'CREATE CONTACT', 'EXPORT', 'REFRESH', and 'ADD/EDIT NOTES'. Below these are search filters for 'Routing Number', 'Department Name', 'First Name', 'Last Name', 'Email Address', and 'Status'. There are also dropdown menus for 'Category' and 'Last Updated'. A 'SEARCH' button and a 'RESET' button are present. Below the search area, there are checkboxes for 'Contacts Not Assigned', 'Pending NACHA Approval', and 'Inactive Contacts'. The page indicates 'Page 1 of 1 (Total Records: 2)'. Two contact cards are displayed: 'ACH Operations' and 'ACH Risk/Fraud'. Each card shows details like 'Routing Number', 'Department', 'Phone', 'Email', and 'Hours'. Green arrows point to the 'Action Items' buttons, the search area, and the contact cards.

1. Your contact cards are listed here. You can have contacts by department and/or by individual. There are minimum requirements, which will be covered in the discussion on Action Items. The box outline colors indicate Contacts Not Assigned, Pending Nacha Approval, and Inactive Contacts. All standard contacts have a grey box outline.
 - a. **NOTE:** “Contacts Not Assigned” are contacts from the legacy Contact Database, and cannot be reactivated.
 - b. **NOTE:** “Inactive Contacts” refer to contacts whom you have deactivated.
2. You can search for ACH Contacts using the search options, and then clicking the blue “Search” button.
3. Action Items: “Create Contact” and “Add/Edit Notes” are described below. “Export” will generate an excel spreadsheet of your contacts, and “Refresh” will refresh your screen.

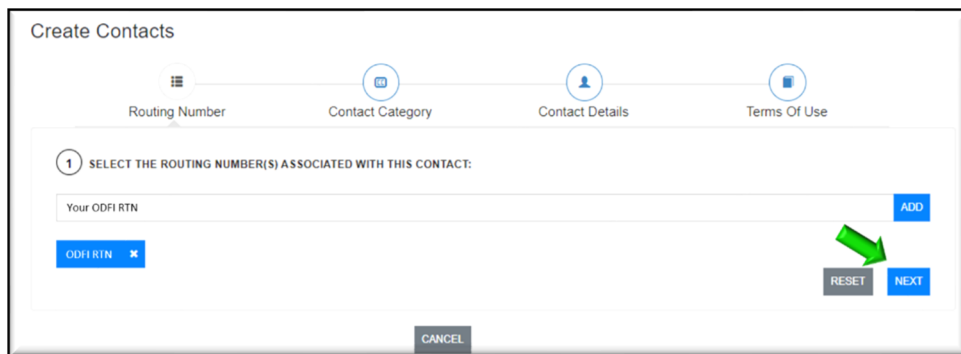
9.1.1 Create Contact

This is the process to follow after you click the “Create Contact” button. First, this screen appears.



The screenshot shows the 'Create Contacts' form with a progress bar at the top. The progress bar has four steps: 'Routing Number' (active), 'Contact Category', 'Contact Details', and 'Terms Of Use'. Below the progress bar, the instruction reads '1 SELECT THE ROUTING NUMBER(S) ASSOCIATED WITH THIS CONTACT:'. There is a text input field containing 'Your ODFI RTN'. To the right of the input field is a blue 'ADD' button, which is highlighted by a green arrow pointing down. Below the input field are 'RESET' and 'NEXT' buttons. At the bottom center is a 'CANCEL' button.

Your routing number will appear in the box. Click “ADD”.



The screenshot shows the 'Create Contacts' form with the same progress bar. The text input field now contains 'Your ODFI RTN' and a blue pill-shaped button with 'ODFI RTN' and a close icon. A green arrow points to the 'NEXT' button, which is highlighted. The 'ADD' button is no longer visible. The 'RESET' and 'CANCEL' buttons remain at the bottom.

Your RTN is now shown in blue, and added at the associated RTN. Click “NEXT.”

This screen below appears. Notice that there are both mandatory and optional contact types. Your RDFI is required to enter individual or department ACH Operations and ACH Risk/Fraud contacts. It is recommended that you set up these two mandatory contact types first, before adding any optional contacts. Click the boxes next to each, and then click the blue “NEXT” button at the bottom of the screen.

The screenshot shows the 'Create Contacts' interface at step 2. The progress bar at the top indicates the current step is 'Contact Category'. The main content area is titled '2 SELECT THE CONTACT CATEGORIES (CHECK ALL THAT APPLY):'. It is divided into two sections: 'Mandatory Contact Categories' and 'Optional Contact Categories'. Under 'Mandatory Contact Categories', there are two items: 'ACH Operations' and 'ACH Risk/Fraud', both with checkboxes. A green box highlights these two items, and a green arrow points to the 'ACH Operations' checkbox. Under 'Optional Contact Categories', there are several other categories with checkboxes, including AML, Check, Compliance, Credit Card, Debit Card, Faster Payments, Legal, LOI Processing, Treasury Management, Wire, IAT, and OFAC. At the bottom right, there are three buttons: 'PREV', 'RESET', and 'NEXT'.

You can create either a Department or Individual Contacts (both a primary and a secondary Individual contact is required). Select the radio button and then click the blue “NEXT” button at the bottom of the screen. The instructions below show how to enter both types of contacts.

The screenshot shows the 'Create Contacts' interface at step 3. The progress bar at the top indicates the current step is 'Contact Details'. The main content area is titled '3 ENTER CONTACT DETAILS:'. It shows a form for entering details for the selected category 'ACH Operations'. The 'Contact Type*' field has two radio buttons: 'Department' and 'Individual'. At the bottom right, there are three buttons: 'PREV', 'RESET', and 'NEXT'. A 'CANCEL' button is located at the bottom center.

If you select “Department, enter the Department details. Of note, some RDFIs have a “Risk” Department, and some have a “Fraud” Department. If you have a Risk AND Fraud Department, leave a



space as a slash (/) is not acceptable in the program for the Department Name. Note the green arrow in the screen shot, if you click that box, the Department will receive an email with instructions for them to finish setting up their online access. This is optional. Click the blue "NEXT" button.

Create Contacts

Routing Number Contact Category Contact Details Terms Of Use

3 ENTER CONTACT DETAILS:

AML

Contact Type*: Department Individual

Department Contact

Department Name* :
Enter department name

Telephone Number (format: xxx-xxx-xxxx (or) xxx-xxx-xxxx xxxxxx)* :
[] - [] - [] - []

Email Address* :
Enter email address

Business Hours * Time Zone* :
[] : [] [] - [] : [] [] Select

Fax Number (format: xxx-xxx-xxxx) :
[] - []

Provide log-in access to Risk Management Portal as ACH Contact User

PREV RESET NEXT

CANCEL

notes in the box and then click "SAVE". Notes have a 500-character limit, can be edited at any time, and will need to be saved.

ACH Contact Registry

[CREATE CONTACT](#) [EXPORT](#) [REFRESH](#) [ADD/EDIT NOTES](#)

Routing Number: **Department Name:** **First Name:** **Last Name:** **Email Address:** **Status:**

Category: **Last Updated:**

- Contacts Not Assigned - Pending NACHA Approval - Inactive Contacts Page 1 of 1 (Total Records: 2)

ACH Operations

- Routing Number: XXXXXXXXX
- ACH Operations (Department)
- 201-212-5678
- achoperations@gmail.com
- 09:00 AM - 05:00 PM EST
- Last Updated On 7-12-2022 12:38 PM

ACH Risk/Fraud

- Routing Number: XXXXXXXXX
- Fraud (Department)
- 212-564-4561 ext: 123
- fraud@gmail.com
- 09:00 AM - 05:00 PM EST
- Last Updated On 7-12-2022 12:39 PM

Financial Institution Notes:

Appendix 1 – Terms of Service

RISK MANAGEMENT PORTAL TERMS OF USE

PLEASE READ THESE TERMS CAREFULLY. THEY GOVERN YOUR USE OF NACHA'S RISK MANAGEMENT PORTAL AND ALL RELATED FUNCTIONALITIES, INCLUDING THE ACH CONTACT REGISTRY, THIRD-PARTY SENDER REGISTRATION, DIRECT ACCESS REGISTRATION, TERMINATED ORIGINATOR DATABASE AND SECURE EMAIL SERVICE.

1. **Acceptance of Terms; Amendment.** The Risk Management Portal ("Portal"), including any website or other technology through which the database is offered, is administered by Nacha for subscribing institutions. If you use the Portal ("Subscriber" or "you"), you agree to be bound by these Terms of Use ("Terms"). You hereby represent and warrant that you are a Participating Depository Financial Institution, Third-Party Sender, or Third-Party Service Provider in the ACH Network, 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 Portal. 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 Portal 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 "Authorized User" ("You") 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 Portal, and for the compliance of Authorized Users with these Terms. In connection with any Authorized User obtaining a Portal account, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You agree to use the security procedures promulgated by Nacha from time to time to control access to the Portal 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 Portal, 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 Portal of which you become aware.

You agree not to change, disrupt or distort the functioning of the Portal, to solicit another Subscriber's security credentials, or otherwise act in a way that interferes with other Subscribers' use of the site. You may not access the Portal via any outside service provider, consultant, agent or other third party, nor may you or shall you access the Portal 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 Portal.

Nacha has the right to disable any username, password, or other identifier, whether chosen by you or provided by Nacha, at any time in Nacha's sole discretion for any or no reason, including if, in Nacha's opinion, you have violated any provision of these Terms.



3. ACH Contact Registry; Third-Party Sender Registration; Direct Access Status Registration. If you are an ODFI or RDFI registering contact information for ACH Operations or ACH Risk/Fraud, or an ODFI registering your Third-Party Sender relationships (or acknowledging that you do not have any TPS relationships), or an ODFI registering your Direct Access Debit Participant Status by providing specific information about each Direct Access Debit Participant (or acknowledging that you have no Direct Access Debit Participants), you warrant and represent that such information is truthful, accurate, and complete.

4. Terminated Originator Database ("TOD"). If you register for the TOD, you acknowledge and agree that the TOD is intended solely to gather from, and make available to, Subscribers, information regarding certain Originators and/or Third-Party Senders whose relationship with an ODFI or Third-Party Service Provider has been terminated. Each Subscriber agrees to post to the TOD information regarding its terminated Originators and Third-Party Senders in accordance with the user operating instructions and requirements made available to you. By posting information to the TOD, you represent and warrant that such information is truthful, accurate, and complete, and that the posting of such information is not a violation of any agreement or legal obligation to which you are subject or by which you are bound. If there is any error or omission in any information that you post, you shall promptly correct such error or omission. Nacha has no obligation to review the information posted to the TOD, and Nacha does not make any representations or warranties with respect to information in the TOD, including but not limited to how accurate or current such information may be. You agree that Nacha may access and use the TOD, including information posted therein, to administer the ACH Network.

Third-Party Service Providers may be restricted from access to TOD data regarding Third-Party Senders.

You should not base underwriting decisions or actions on information contained in or accessed through the TOD, but rather should perform your own due diligence on each prospective Originator and Third-Party Sender. Inclusion of information about an Originator or Third-Party Sender in the TOD does not prohibit you or other Subscribers from doing business with such an Originator or Third-Party Sender, or serve to indicate any opinion of Nacha as to the Originator or Third-Party Sender. You agree to use the TOD solely as one factor, and not the exclusive factor, in your decision regarding the amount of due diligence to conduct with respect to a prospective Originator or Third-Party Sender. Nacha reserves the right to make changes to the TOD from time to time in its sole discretion, but you acknowledge and agree that it has no obligation to do so. Nacha may notify you of any changes it may make to the TOD, from time to time, by email or otherwise, but you agree that Nacha has no obligation to provide such notification to you. You agree to promptly update all your contact and other information provided to Nacha in connection with your use of the TOD.

Each Subscriber agrees that its designated contact information may be provided to a terminated Originator or Third-Party Sender whose name the Subscriber has contributed to the TOD.

If the TOD is terminated for any reason, you agree that Nacha may transfer information you have posted to the TOD to another TOD provider.

4. Secure Email. If you use the Secure Email service feature in the Portal, you acknowledge and agree that forms and other materials drafted and sent using this service, including indemnity agreements, 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 Portal infringes on that third party's intellectual property rights. You agree to comply with

the applicable third party terms and conditions as may be amended from time to time when using the Secure Email Service in the 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 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 Portal, and shall not be responsible or liable for any error or omissions in that information.

5. Use Obligations. You acknowledge and agree that the information transmitted, accessed and/or obtained from or through the Portal 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 Portal outside of your institution. You may not and shall not publish, disseminate, distribute or copy such information. You agree to use the Portal 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 Portal.

You agree not to use the Portal to collect, upload, transmit, display, or distribute any content (i) that violates any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

You further agree not to: (i) upload, transmit, or distribute to or through the Portal any computer viruses, worms, malware or any software intended to damage or alter a computer system or data; (ii) send through the Portal unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Portal to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Portal, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Portal (or to other computer systems or networks connected to or used together with the Portal), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Portal; or (vii) use software or automated agents or scripts to produce multiple accounts on the Portal, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Portal.

6. Disputes. Nacha is not responsible for the resolution of any dispute between any Subscribers or any Authorized Users.

7. Disclaimer of Warranties. All use of the Portal 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 Portal as a condition of your right to access the Portal. Nacha assumes no responsibility for any errors, omissions or inaccuracies whatsoever in the information provided in the Portal. The Portal, including all information contained in, accessed or obtained through the Portal is provided "AS IS" and "AT YOUR OWN RISK" 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 ANY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Limitation of Liability. Under no circumstances will Nacha be liable for any loss or damage caused by your reliance on information transmitted, accessed or obtained from or through the Portal. It is your sole responsibility to evaluate any such information, including for timeliness, accuracy, completeness and usefulness. NACHA'S LIABILITY UNDER THESE TERMS OR WITH RESPECT TO THE PORTAL IS LIMITED IN ALL CASES AND IN THE AGGREGATE TO THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR YOUR USE OF THE TOD DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM AND (II) ONE THOUSAND DOLLARS (\$1,000). In no event shall Nacha be liable for any special, incidental, indirect, punitive or consequential damages of any kind, whether in contract, tort, strict liability or otherwise arising out of or in connection with the use of, or inability to use the Portal, whether or not Nacha has been advised of the possibility of such damages. This limitation of liability is comprehensive and shall apply to all damages of any kind, including loss of data, loss of income or profit, loss of or damage to property and claims of third parties.

9. 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 Portal, including use of data or information contained therein or accessed or transmitted thereby, your non-compliance with these Terms, or your violation of any third party rights.

10. Intellectual Property Rights. All property or other proprietary rights, including patents, designs, trademarks, copyright or trade-secrets, relating to the Portal, 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 Portal. Any rights not expressly granted herein are reserved.

11. Term and Termination. If the Portal 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 temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of your use of the Portal. You expressly acknowledge and agree that Nacha is permitted to perform these actions or temporarily or permanently discontinue the Portal or your access to the Portal, 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 Portal 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 Portal or any portion of either, for any reason without notice. Subscriber may terminate its participation in the Portal 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 Portal prior to termination of such use.

12. **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 or the Portal will be filed only in the state or federal courts located in Delaware.

13. **Complete Agreement.** These Terms represent the entire understanding relating to the use of the Portal and prevail over any prior or contemporaneous, conflicting or additional, communications with respect to the subject matter hereof. The parties do not intend that any third party be a beneficiary of these Terms.

14. **Assignment.** You may not transfer or assign (voluntarily, involuntarily, by operation of law or otherwise) these Terms or any of your rights or obligations under these Terms, in whole or in part, without the prior written consent of Nacha, such consent not to be unreasonably withheld. Any such purported assignment is a violation of this provision shall be voidable at the discretion of Nacha. Any permitted successor or assignee shall be bound by these Terms.

15. **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.

16. **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.

17. **Electronic Communications.** The communications between you and Nacha use electronic means, whether you use the Portal or send us emails, or whether Nacha posts notices on the Portal or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Nacha in an electronic form; and (b) agree that all terms and conditions, agreements, notices,



disclosures, and other communications that Nacha provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

18. Contacting Us. Please contact us at rmportal@nacha.org with any questions about these Terms.

Effective Date: 6/1/2022



Nacha Risk Management Portal: Secure Email Service 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.”

Introduction

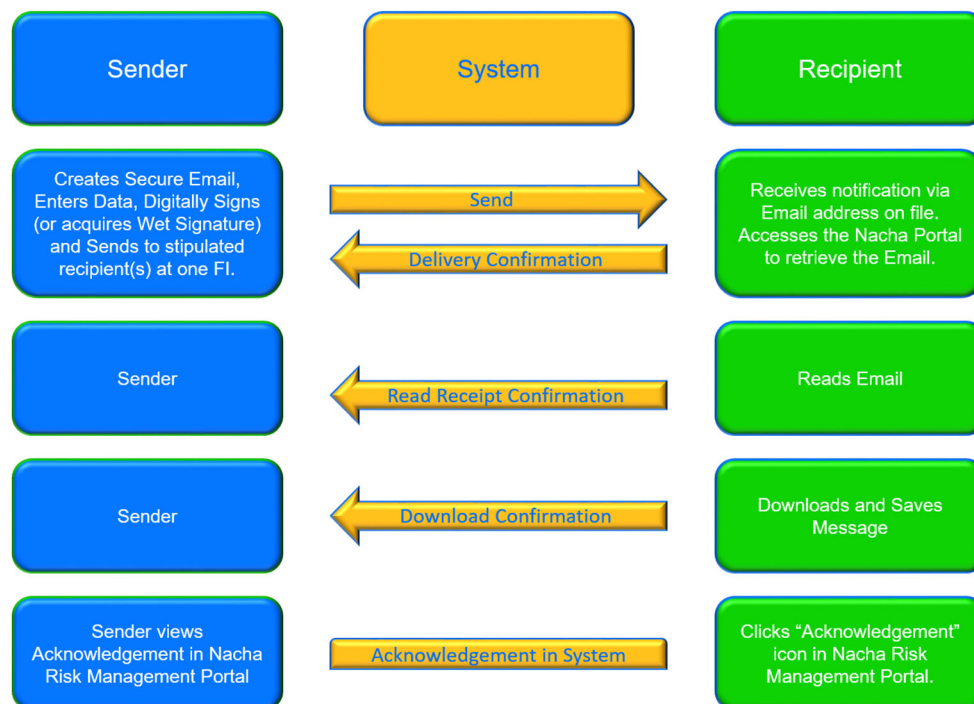
This section will explain the Secure Email Service, and provide step-by-step instructions for utilization, segregated by user role. If you have a question about the Secure Email Service beyond what is in this section, call the Portal Support Line at 703-349-4556, or send an email to mpportal@nach.org.

What is the Secure Email Service?

The Secure Email Service allows RDFI 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.

Secure Email Process

The overall process is shown below. Detailed steps for RDFI Senders are shown in [Section 4](#), and for RDFI Recipients in [Section 5](#), of this Guide.



Utilizing Secure Email for Senders

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

- RDFI Admin
- RDFI User
- RDFI ACH Contact User

First Time Use

The first time an individual user from an RDFI accesses the Secure Email interface, the user will need to digitally sign the Terms of Use. 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](#).

Creating and Sending a Letter of Indemnification

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

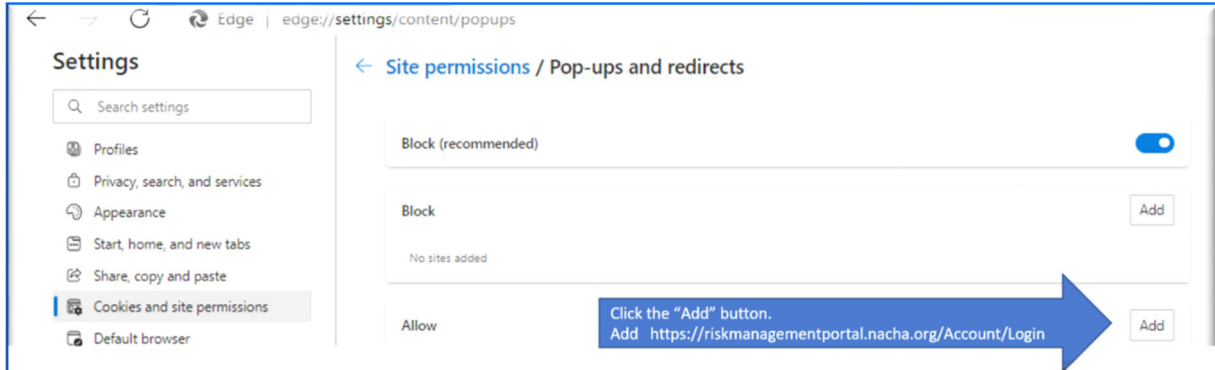
Note: The Secure Email platform requires that you accept pop-ups. To do so, follow the steps below for the browser you use.

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

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

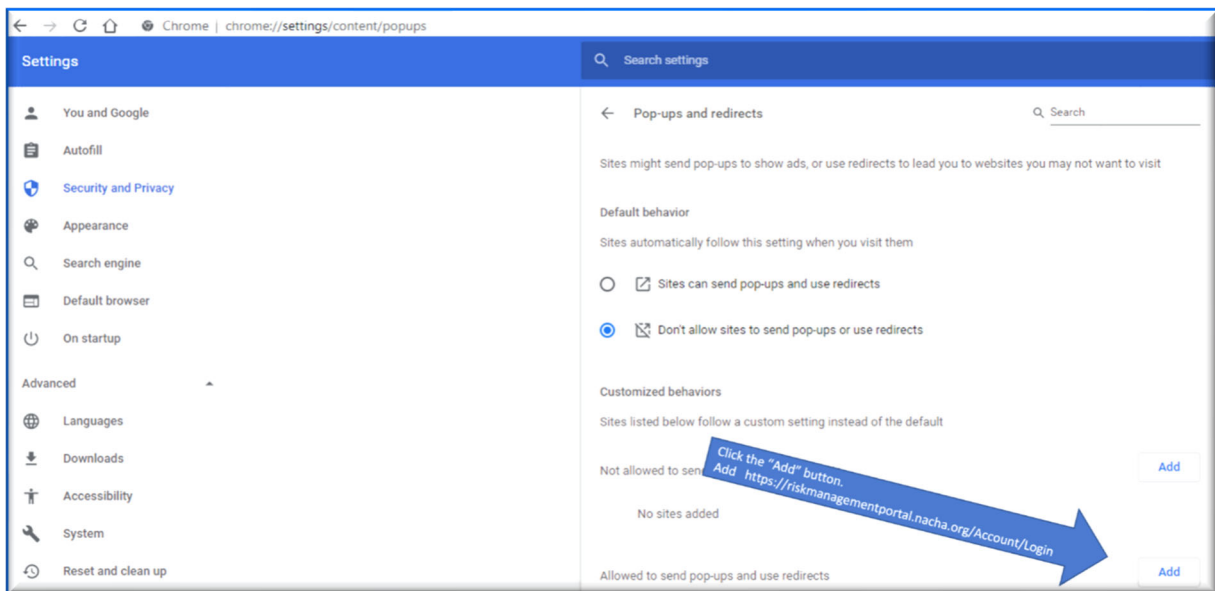
Edge Browser

- 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 →



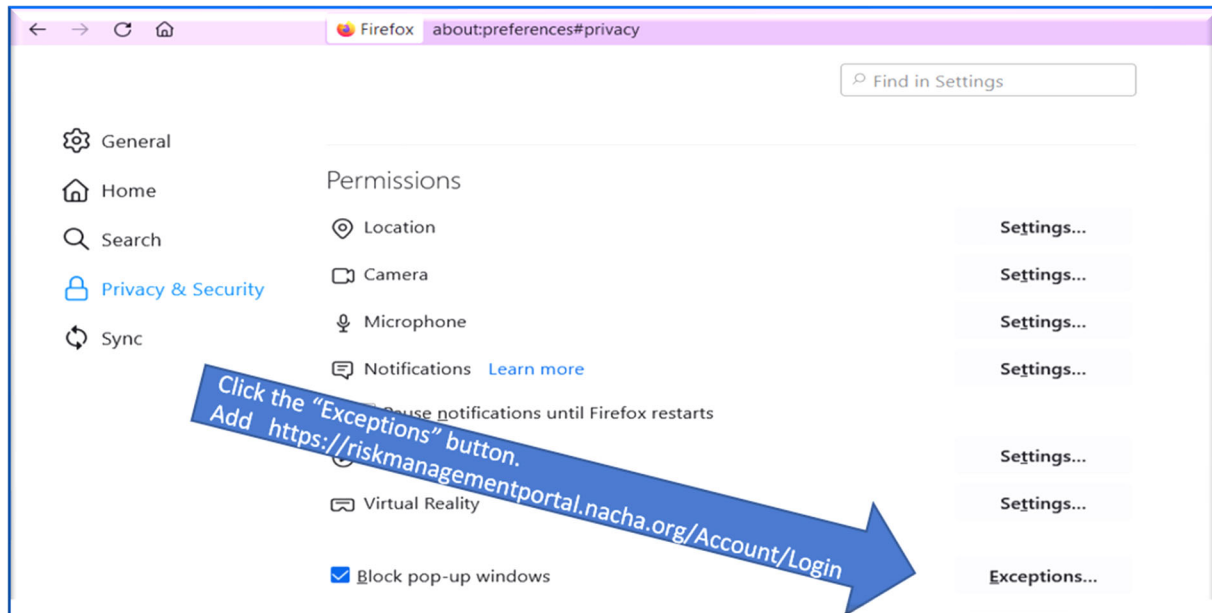
Chrome Browser

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



Firefox Browser

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

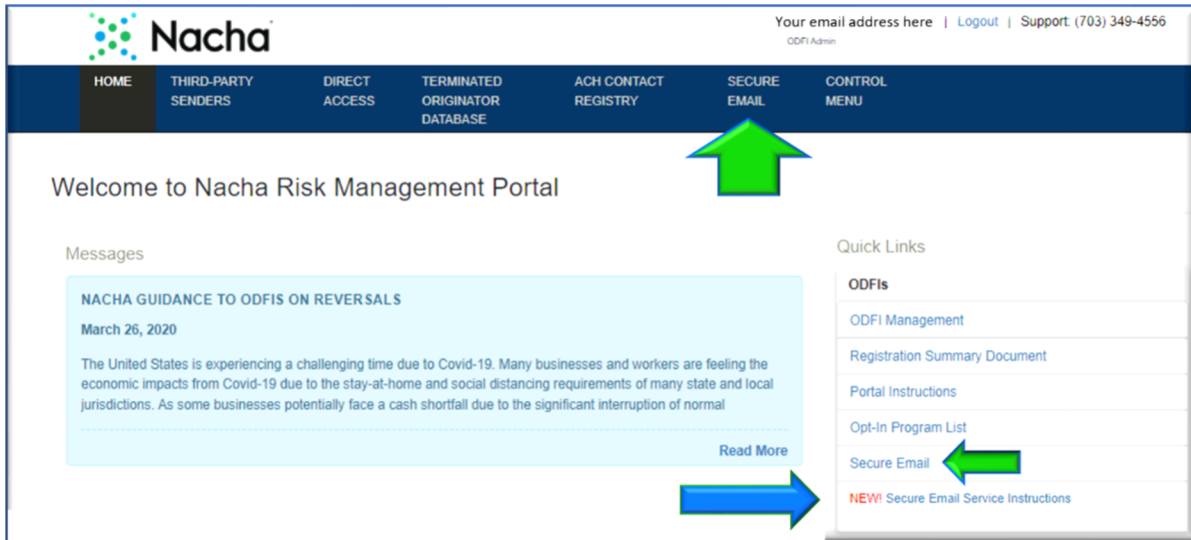


Accessing Secure Email

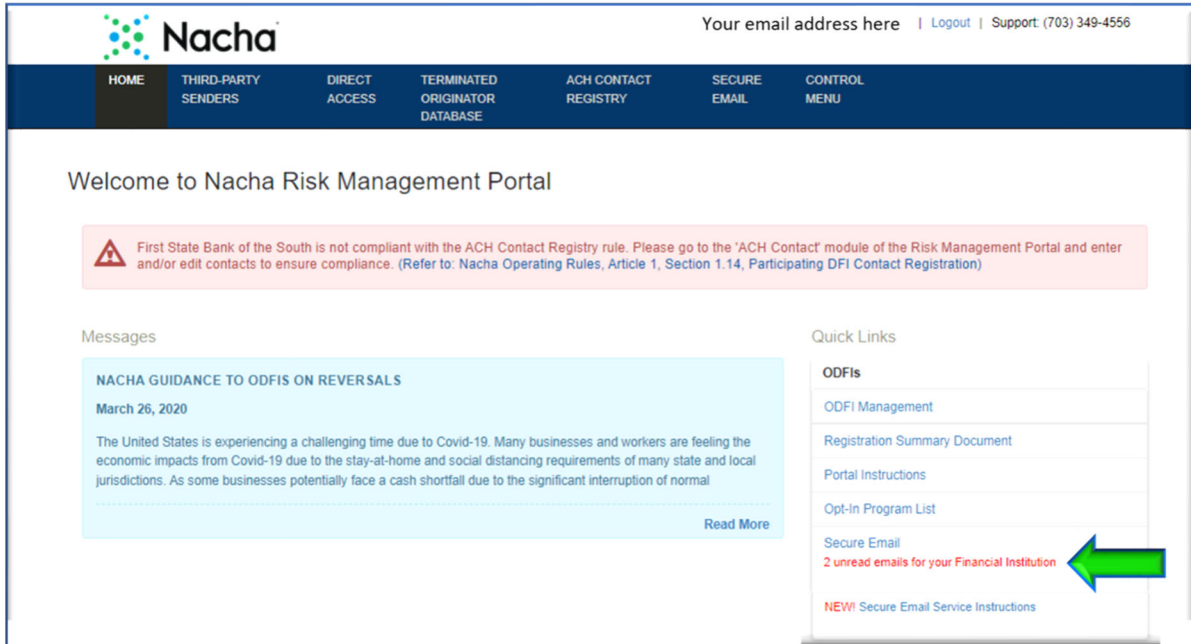
From the main Nacha Risk Management Portal screen, access Secure Email. On this screen, you can access Secure Email from the Menu Bar of the Quick Links box. The two access points (green arrows in screen shot below) are identical so you can use either one.

If you are the first user at your RDFI, 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.

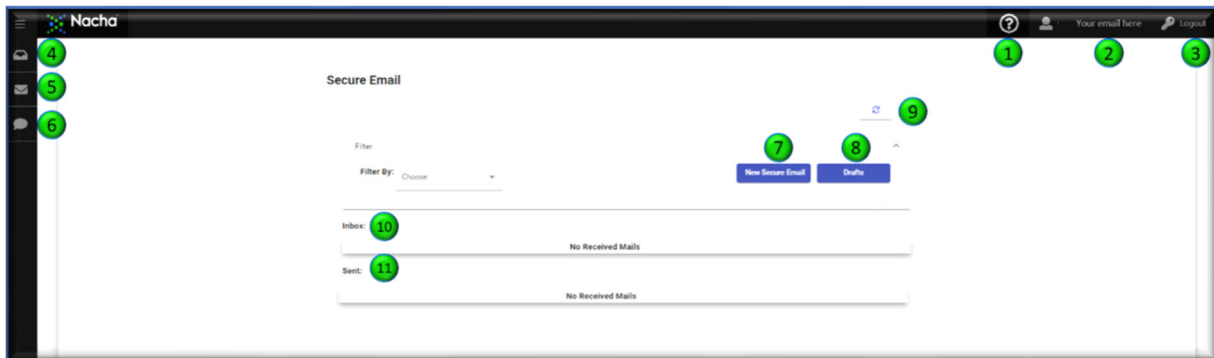
Note the blue arrow. It points to a copy of this Reference Guide.



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



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.

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:

The screenshot shows the 'Secure Email' form. At the top, it says 'Secure Email' and 'Subject: New Secure Email in Risk Management Portal'. There are three main input fields: 'Routing Number' (with a green circle 1), 'Financial Institution Name' (with a green circle 2), and 'Letter of Indemnification' (with a green circle 3). At the bottom right, there are two buttons: 'View Template' (with a green circle 4) and 'Reset' (with a green circle 5).

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.

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.

Selecting Recipient(s)

Let’s look at your options:

The screenshot shows the 'Secure Email' form with a list of recipients. The 'Routing Number' field is filled with 'Validated Routing Number' (green circle 1) and the 'Financial Institution Name' is 'Associated Financial Institution' (green circle 2). Below the form, there is a table of recipients with columns: Name, Routing Number, Financial Institution Name, Mail ID, Contact Number, Contact Category, User Type, Job Title, and a checkbox. The table is filtered by 'System Generated Information' (green circle 2). At the bottom, there is a pagination bar with '1' selected (green circle 3) and buttons for 'Cancel' (green circle 4), 'Save Draft' (green circle 5), and 'Create Document' (green circle 6). The page number is 'Page 1 of 1 (Total Records: 1)'.

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.

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.

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.

When you click “Finish” you are redirected back to the Secure Email screen.

Please review the documents below. FINISH

DocuSign Envelope ID: D252E7FF-D32C-4847-9502-A4B194A63979

DEMONSTRATION DOCUMENT ONLY
PROVIDED BY DOCUSIGN ONLINE SIGNING SERVICE
999 3rd Ave, Suite 1700 • Seattle • Washington 98104 • (206) 219-0200
www.docuSign.com

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 2/3/2022 [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: Sign

Title:

Date: 2/3/2022

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

Confirmations

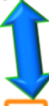

You will receive the following confirmations after your Letter of Indemnification is sent:

- 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:


Secure Email Details

This is a summary page. Replies on this page are not possible.

Status Info 
Status: 

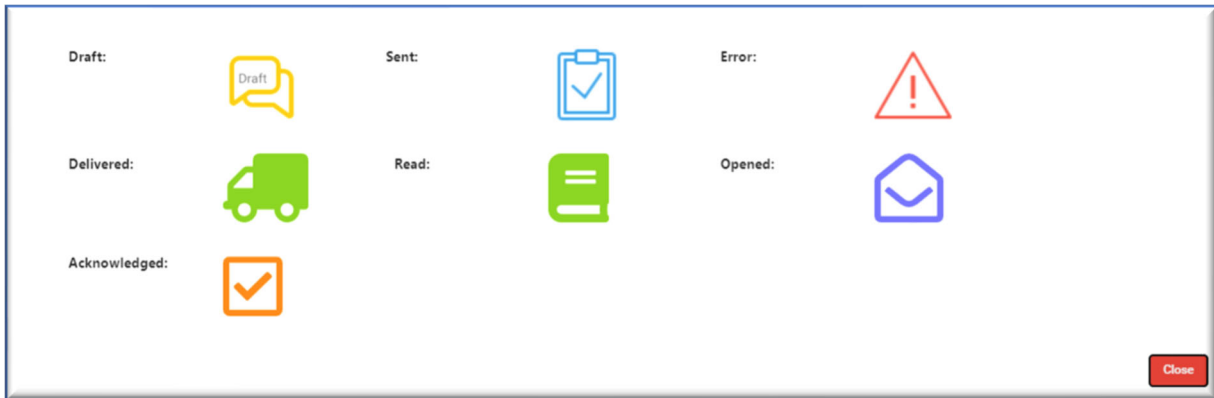
From :	To :
Name: Jessica Weingarten	Name: Jessica Weingarten
RTN: 062202257	Department: RDFI Admin
FName: First State Bank of the South	Email: Jessica.weingarten@hey.com
Contact Number: 703-555-1212	Acknowledged: Yes
Email: Weingarten7@gmail.com	

Attached Forms

Letter of Indemnification_First State Bank of the South_Sweet Water State Bank_64 

[Close](#)

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



Automatic Deletion

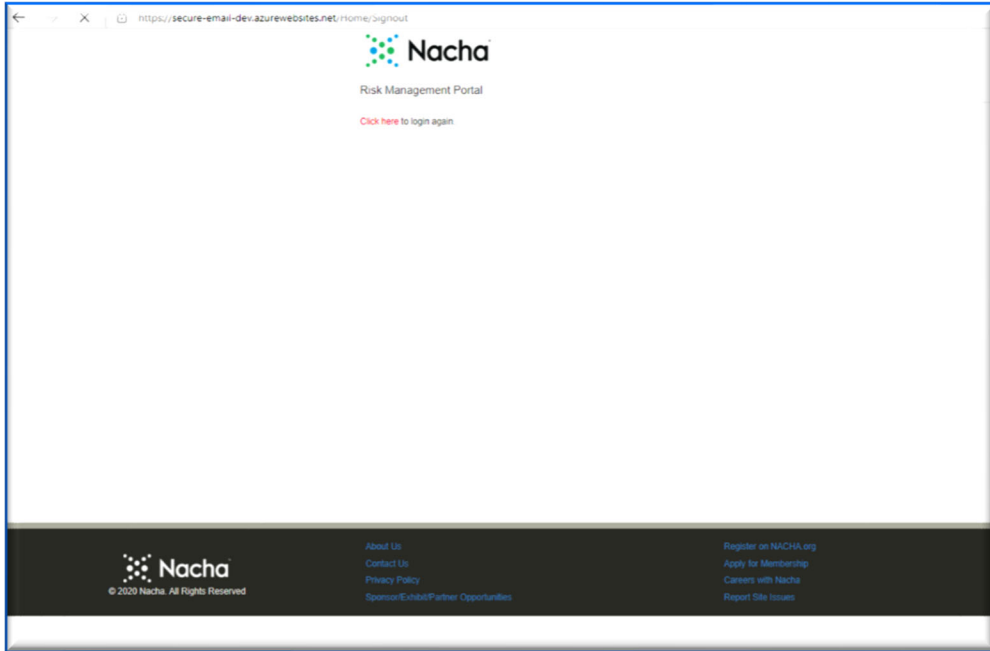
All Secure Emails are automatically deleted after 24 months predicated on the Nacha Retention Policy.

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.



Utilizing the Secure Email Service 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.

Before You Begin

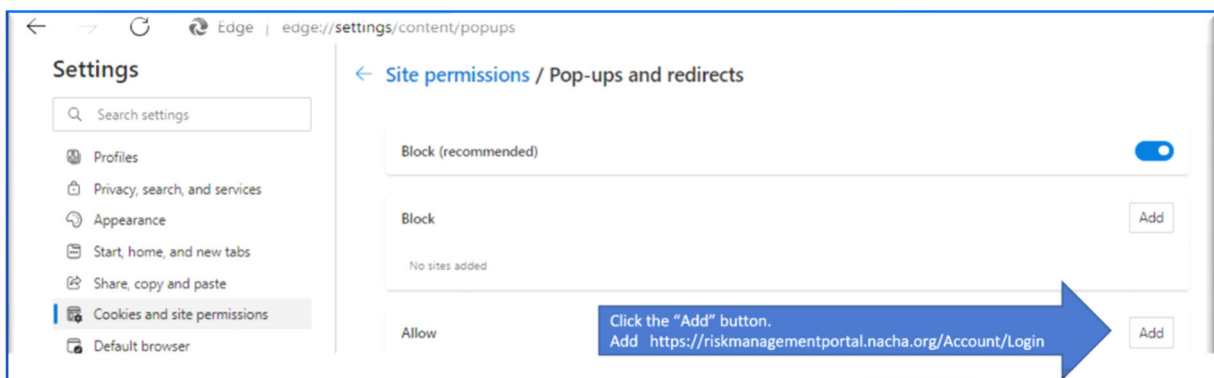
The Secure Email platform requires that you accept pop-ups. To do so, follow the steps below for the browser you use.

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


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

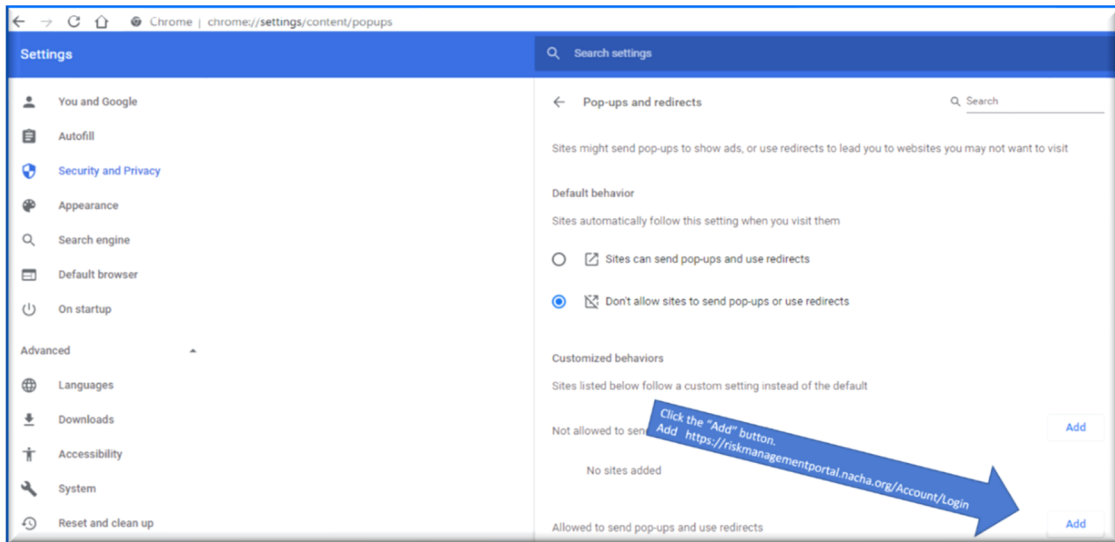
Edge Browser

- 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 →



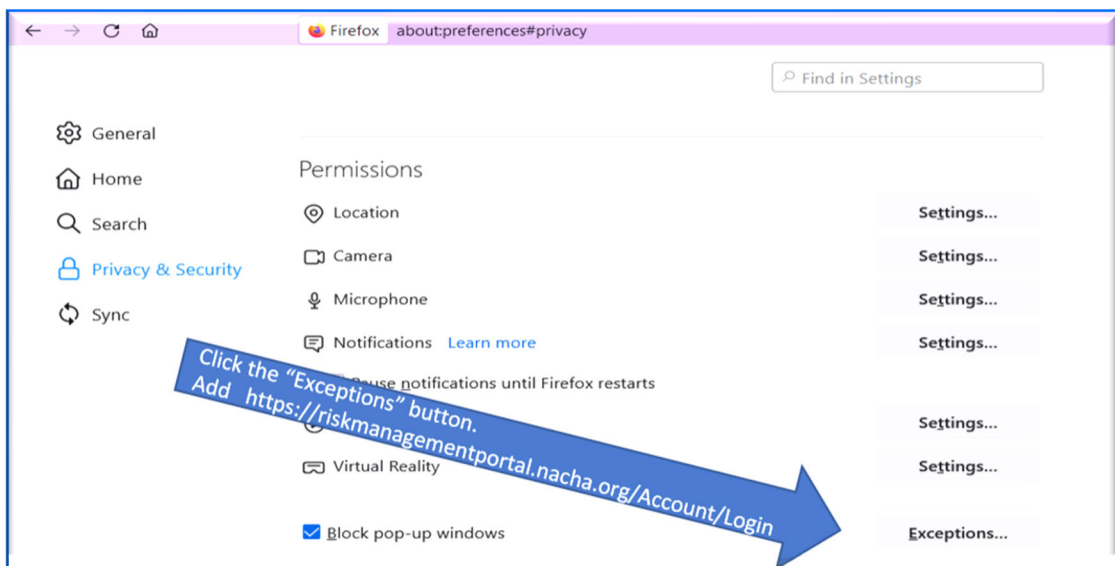
Chrome Browser

- 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 →



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.](#))

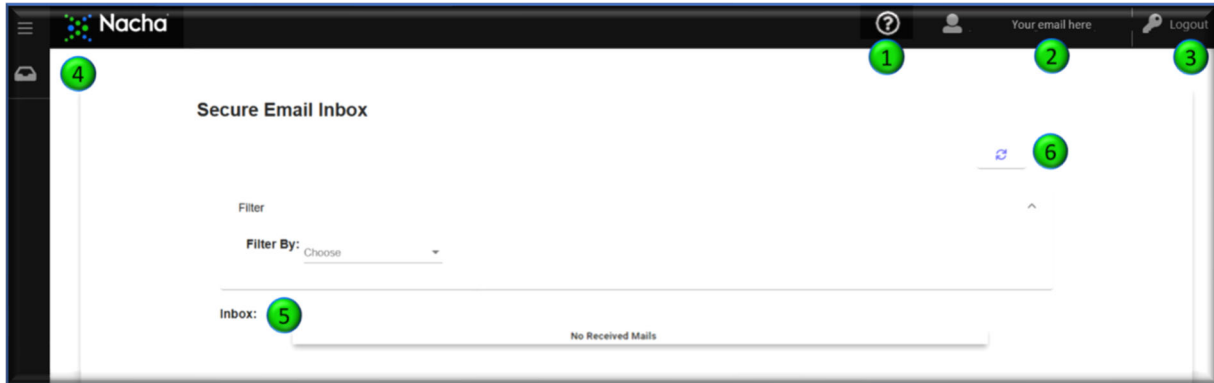
Accessing Secure Email

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.

The screenshot displays the Nacha Risk Management Portal interface. At the top, the Nacha logo is on the left, and the user's email address, a 'Logout' link, and support information '(703) 349-4556' are on the right. A dark blue navigation bar contains the following menu items: HOME, TERMINATED ORIGINATOR DATABASE, ACH CONTACT REGISTRY, SECURE EMAIL, and CONTROL MENU. A green arrow points to the 'SECURE EMAIL' menu item. Below the navigation bar, the text 'Welcome to Nacha Risk Management Portal' is displayed. A red notification banner with a warning icon states: 'Sweet Water State Bank is not compliant with the ACH Contact Registry rule. Please go to the 'ACH Contact' module of the Risk Management Portal and enter and/or edit contacts to ensure compliance. (Refer to: Nacha Operating Rules, Article 1, Section 1.14, Participating DFI Contact Registration)'. Below the notification is a 'Quick Links' section with a table of links:

RDFIs	
RDFI Management	
RDFI Registration Summary Document	
Portal Instructions	
Opt-In Program List	
Secure Email	
1 unread emails for your Financial Institution	← Green arrow
NEW! Secure Email Service Instructions	← Blue arrow

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.

Working with your Letter of Indemnification

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

The screenshot displays a 'Secure Email Details' interface. At the top left, it says 'Secure Email Details' and 'This is a summary page. Replies on this page are not possible. Follow up with sender if there are any questions.' At the top right, there is a 'Status Info' link. Below this, there are two columns of contact information. The 'From' column lists: Name: ach, RTN: 062105338, FIname: Bank of Banks, Contact Number: 703-555-1212-, and Email: cathy.mcnicke2000@gmail.com. The 'To' column lists: Name: Cathy McNickle, Department: ODFI Admin, Email: nacharisktest3@gmail.com, and Acknowledged: No. A green arrow points to the 'No' in the 'Acknowledged' field. To the right of the 'To' column is a 'Status:' label with a green truck icon. Below the contact information is an 'Attached Forms' section with a green circle containing the number '2' and a list item: 'Letter of Indemnification_Bank of Banks_Peoples Independent Bank_82' with an envelope icon. At the bottom, there are three elements: a green circle with the number '3' next to a red 'Close' button, a green circle with the number '1' next to a blue 'Acknowledge Receipt of Form' button, and a green circle with the number '2' above the 'Letter of Indemnification...' text.

1. Click on “Acknowledge Receipt of Form” so the RDFI 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”.

Once acknowledged, the screen will change to this:

Secure Email Details


Status Info ⓘ

This is a summary page. Replies on this page are not possible. Follow up with sender if there are any questions.

Status:

From :	To :
Name: ach	Name: Cathy McNickle
RTN: 062105338	Department: ODFI Admin
FIName: Bank of Banks	Email: nacharisktest3@gmail.com
Contact Number: 703-555-1212-	Acknowledged: Yes ←
Email: cathy.mcnickle2000@gmail.com	

Attached Forms

Letter of Indemnification_Bank of Banks_Peoples Independent Bank_82 

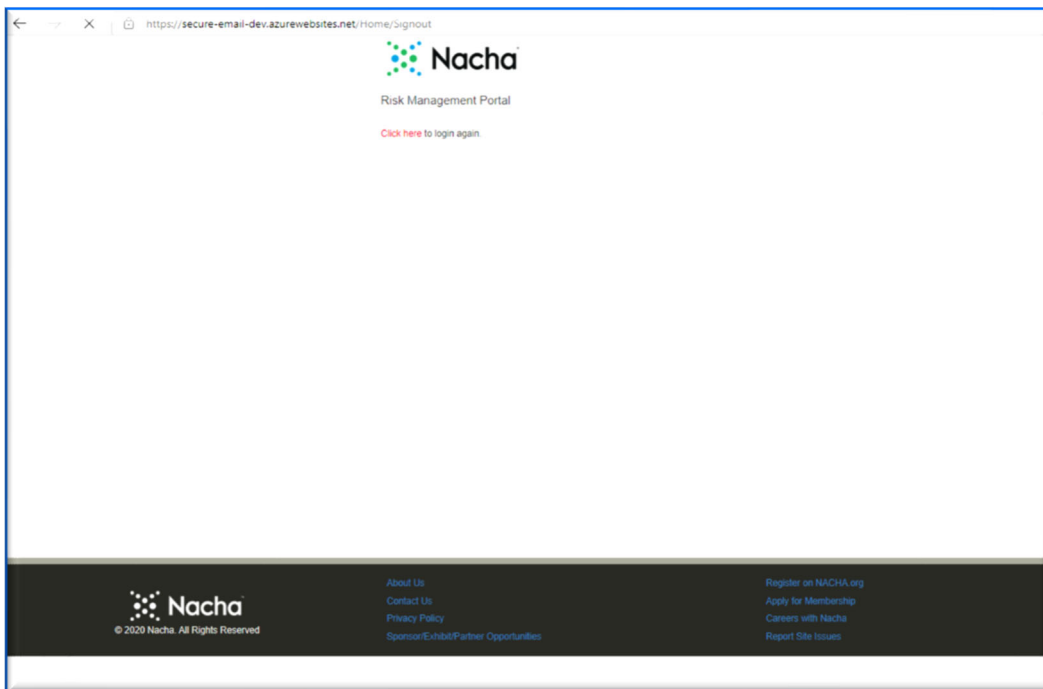
[Close](#) [Already Acknowledged](#) ←

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.



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: _____

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



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



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.

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.