



**Nacha Risk Management Portal:
Reference Guide for
Originating Depository Financial Institutions
(ODFIs)**

July 2022

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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 ODFI Portal Roles

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

Admin: ODFI 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: ODFI 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 sidebar includes the Nacha logo, support contact information, and a 'Risk Management Portal' section with a brief description and a 'FREQUENTLY ASKED QUESTIONS' section. On the right, the blue main area features a 'Welcome Back!' message, a login form with fields for email and password, a 'Forgot Password?' link highlighted by a green arrow, a reCAPTCHA widget, 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.

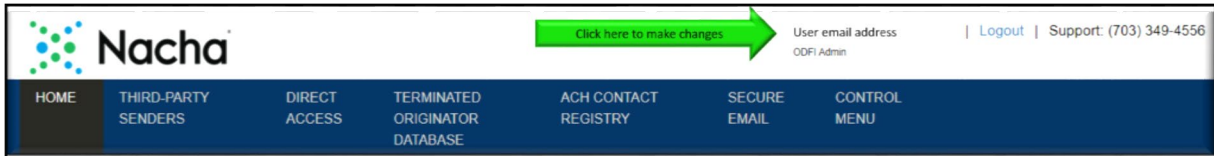
NOTE:

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 this as your Home Page:

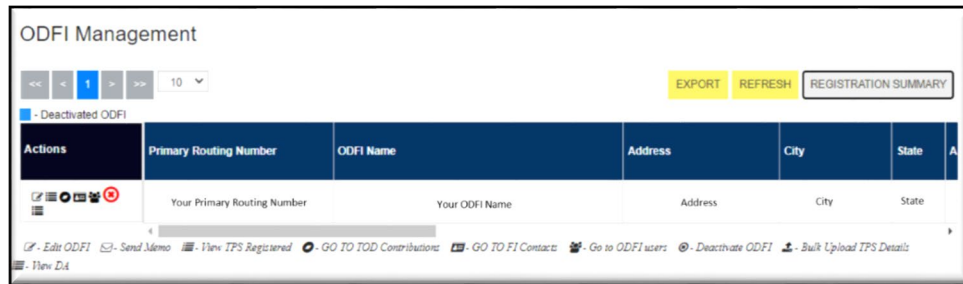
The screenshot shows the Nacha Risk Management Portal home page. At the top left is the Nacha logo. To the right of the logo is the text "User email address | Logout | Support: (703) 349-4556" and "ODFI Admin". Below this is a dark blue navigation bar with the following menu items: HOME, THIRD-PARTY SENDERS, DIRECT ACCESS, TERMINATED ORIGINATOR DATABASE, ACH CONTACT REGISTRY, SECURE EMAIL, and CONTROL MENU. Below the navigation bar is a main content area. At the top of this area is the text "Welcome to Nacha Risk Management Portal". Below this is a light blue message box containing a message about registration updates. Below the message box is a "Quick Links" section. The "Quick Links" section is titled "Quick Links" and has a sub-section titled "ODFIs". Below this sub-section is a table with the following links and callouts:

Link	Callout
ODFI Management	2
Registration Summary Document	3
Portal Instructions	4
Opt-In Program List	5
Secure Email	6
NEW! Secure Email Service Instructions	7

1. Clicking "HOME" will return you to this screen.
2. "ODFI Management" is covered in [Section 6](#).
3. "Registration Summary Document" is covered in [Section 8](#).
4. A copy of this Reference Guide is available when you click the "Portal Instructions" link.
5. The "Opt-In Program List" shows participant information, if any, in the State Unemployment Benefit Opt-In Program.
6. "Secure Email" is listed here, and on the top Menu Bar. It is an option that allows ODFI contacts to complete a Letter of Indemnification and send it securely within the Portal to a RDFI contact(s). See [Appendix 2](#).
7. Instructions for the Secure Email Service are available by clicking this link.
8. "Third-Party Senders" are covered in [Section 9](#).
9. "Direct Access" is covered in [Section 10](#).
10. "Terminated Originator Database" an opt-in service that allows you to view Originator/TPS deactivations provided by ODFIs.
11. The "ACH Contact Registry" is covered in [Section 11](#).
12. The "Control Menu" is covered in [Section 7](#).

6 ODFI Management Screen

This is the ODFI 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 ODFI, and you can use the “Edit” function in the “Actions” column to update your ODFI 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

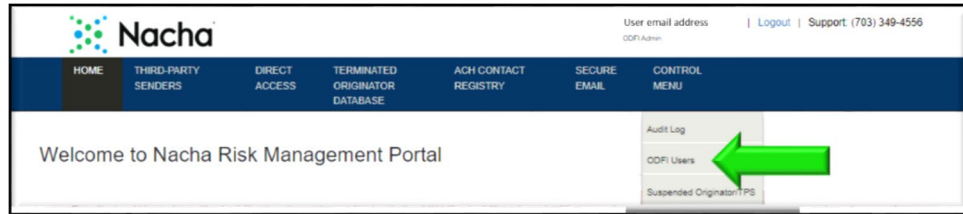
The Control Menu has three items:



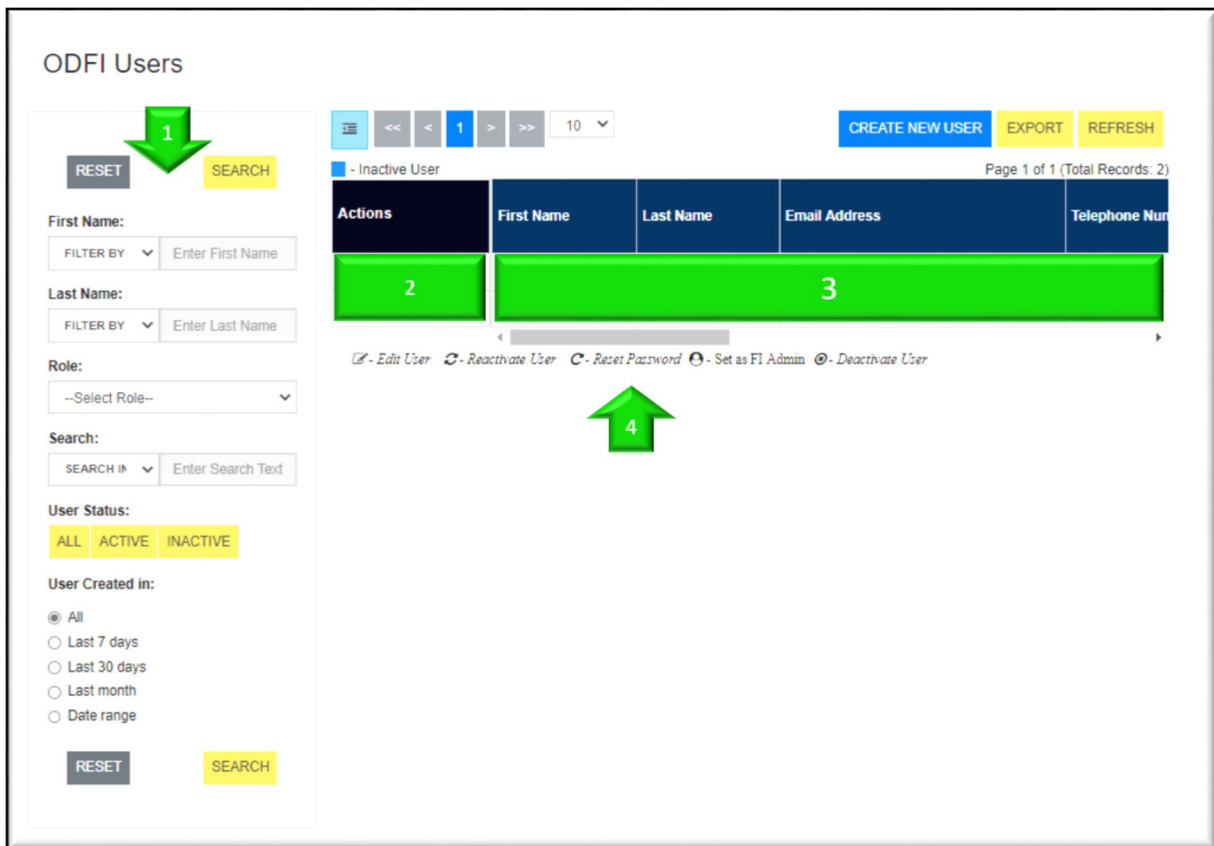
You can view the Audit Log for your ODFI, and also Suspended Originators/TPS. But you will often access this menu for user management. ODFI Administrators can undertake the following user management tasks in the Nacha Risk Management Portal:

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

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

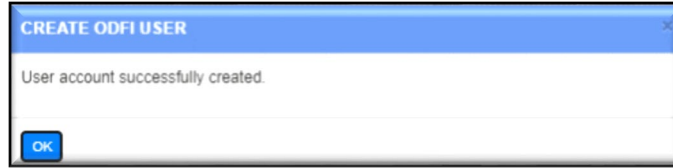
To add a New Portal User, click on “Create New User”.



This screen appears:

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

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:

Actions	First Name	Last Name	Email Address	Telephone Number
	Howard	Smith	newuser@gmail.com	123-456-7894

- Reactivate User - Reset Password - Set as FI Admin - Deactivate User

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”.

Edit ODFI User

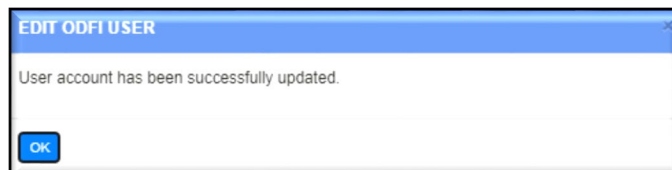
First Name* : Last Name :

Email* :

Contact Number* : Ext:

Role* :

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



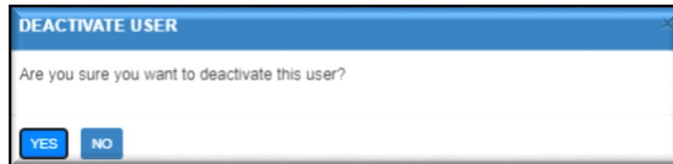
7.3 Deactivate a Portal User

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



Actions	First Name	Last Name	Email Address	Telephone Number
	Howard	Smith	newuser@gmail.com	123-456-7894

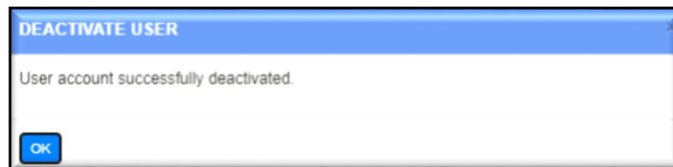
The pop-up below appears. Confirm the deactivation.



DEACTIVATE USER

Are you sure you want to deactivate this user?

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



DEACTIVATE USER

User account successfully deactivated.

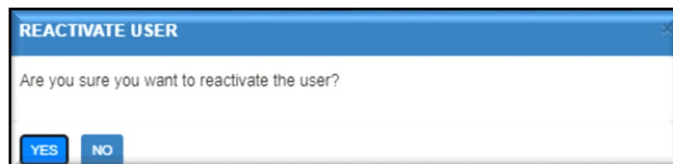
7.4 Reactivate a Portal User

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.



Actions	First Name	Last Name	Email Address	Telephone Number
	Howard	Smith	newuser@gmail.com	123-456-7894

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

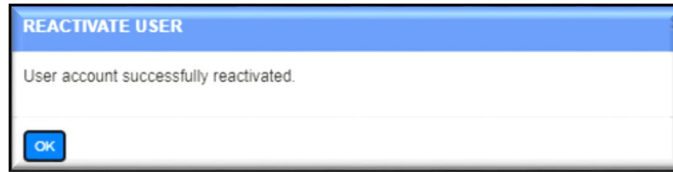


REACTIVATE USER

Are you sure you want to reactivate the user?

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





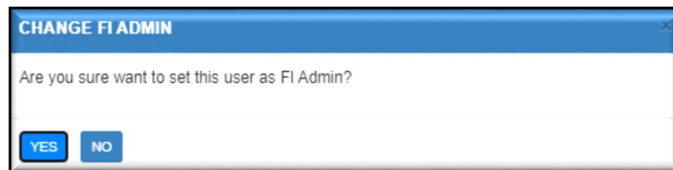
And then your user is back to being an active user.

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.

Actions	First Name	Last Name	Email Address	Telephone Number
	Howard	Smith	newuser@gmail.com	123-456-7894

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 ODFI 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 ODFI 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.

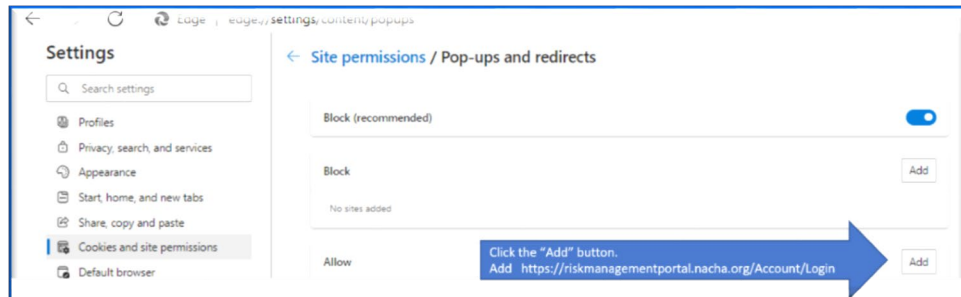
The Registration Summary Document link opens in a new tab, and thus you must enable pop-ups or the second screen will not open. The site you want to enable pop-ups for is:

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


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

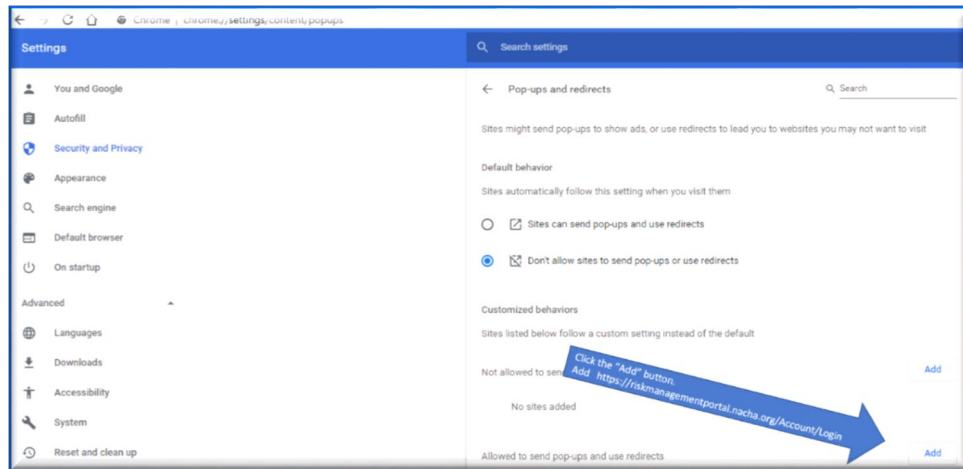
Edge Browser

- 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 →



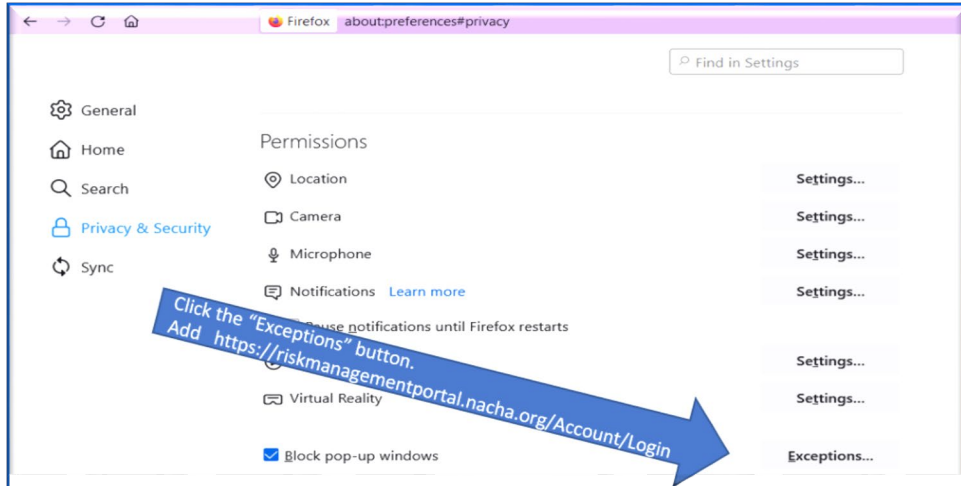
Chrome Browser

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

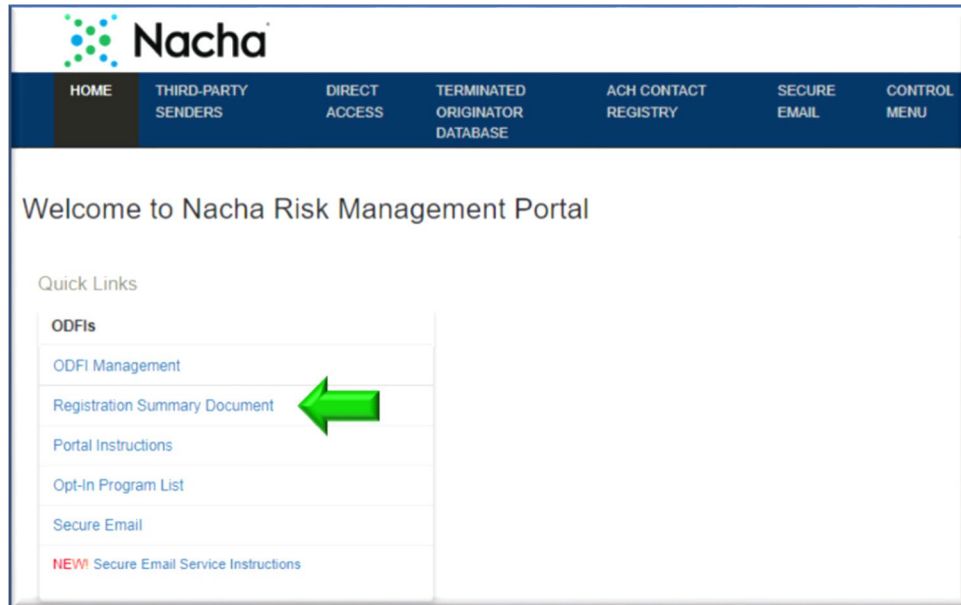


Firefox Browser

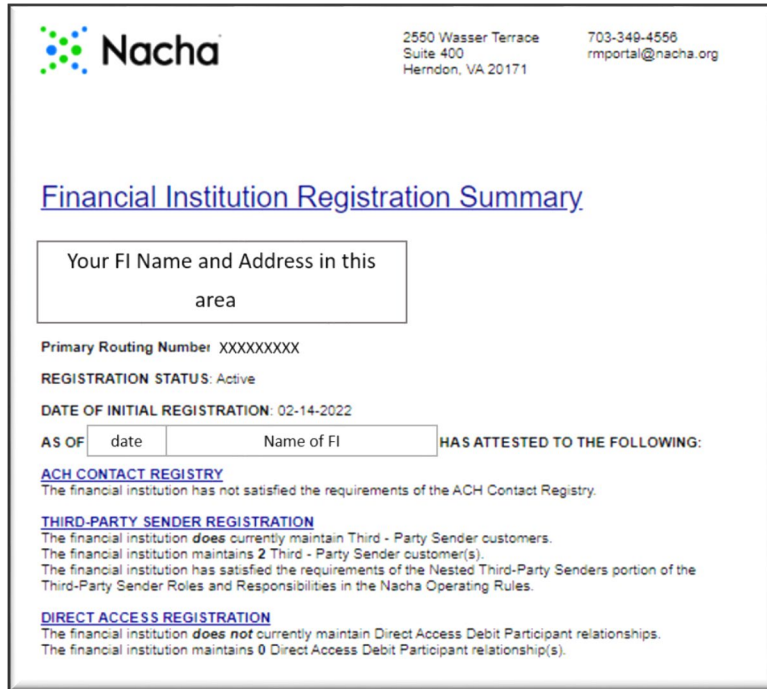
- Click the menu button ☰ and select Settings.
- Select the Privacy & Security panel. On that screen →



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.



The image shows a sample registration summary form. At the top left is the Nacha logo. At the top right is contact information: 2550 Wasser Terrace, Suite 400, Herndon, VA 20171; phone 703-349-4556; and email rportal@nacha.org. The main title is "Financial Institution Registration Summary". Below this is a box for "Your FI Name and Address in this area". The form includes fields for "Primary Routing Number" (with placeholder XXXXXXXX), "REGISTRATION STATUS" (Active), and "DATE OF INITIAL REGISTRATION" (02-14-2022). There is a section for attestation: "AS OF [date] [Name of FI] HAS ATTESTED TO THE FOLLOWING:". This section contains three sub-sections: "ACH CONTACT REGISTRY" (not satisfied), "THIRD-PARTY SENDER REGISTRATION" (maintains 2 customers), and "DIRECT ACCESS REGISTRATION" (does not maintain relationships).

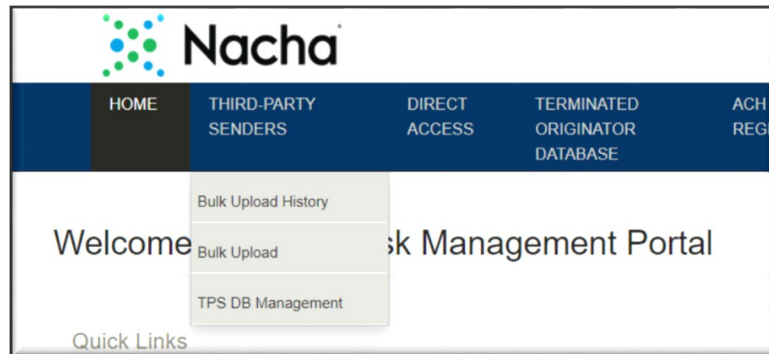
Use your browser's print option to print and/or save the one-page registration confirmation. This confirmation page is typically what an auditor will need in order to confirm your registration with Nacha. If your auditor requires more information, use the export function to provide the additional information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



9 Third-Party Senders (TPSs)

All ODFIs are required to either register their Third-Party Sender (TPS) relationships or acknowledge that they do not have any TPS relationships. Once registered, provide updates following any change to the information you've provided (including termination). (See *Nacha Operating Rules, Subsection 2.17.3, Third-Party Sender Registration.*) See page 18 to see how to use the yes/no option to show whether there is, or is not, a TPS relationship.

From the main screen, expand the “Third-Party Senders” module to view the menu:



Each of these menu items is discussed in the following sections, in reverse order.

9.1 TPS DB Management

Individual TPSs can be manually entered and edited. This screen works similarly to the screen in [Section 5](#) on managing Portal Users.

The screenshot shows the 'TPS DB Management' interface. On the left sidebar, there are search filters for 'TPS Name', 'TPS City', 'TPS State', 'Company ID', 'Search', 'TPS Status' (with buttons for ALL, ACTIVE, DEACTIVATED), and 'TPS Registered in:'. A green arrow labeled '1. Search Area' points to the 'TPS Registered in:' section. The main table has columns: 'Actions', 'TPS Name', 'This TPS originates for Nested TPS(s)?', 'Company ID', 'TPS Street', 'TPS Suite', 'TPS City', and 'TPS State'. A green arrow labeled '2. Actions' points to the edit icon in the 'Actions' column. A green arrow labeled '3. Originating?' points to the 'Yes' radio button in the 'This TPS originates for Nested TPS(s)?' column. A green arrow labeled '4. Manual Entry' points to the 'MANUAL ENTRY' button at the top right. The table shows one record for 'TPS LLC' with Company ID '062204129' and address '123 Main Street, Anytown, NY'.

1. You can search for TPSs by Name, City, State, Company ID, Status, Registration Date, and whether the TPSs are nested or not. When selections are complete, click “Search” at either the top or bottom of the left sidebar.
2. This Actions column works identically to the Actions area in [Section 5](#). You can Edit, Deactivate and Reactivate. The screens are so similar that they will not be repeated here.
3. This column is used to ascertain whether each listed TPS originates for Nested or not. If, for example, a TPS does not originate for Nested, and it should, click on the edit icon in the Actions column to make that change.
4. TPSs can be manually entered. If this button is clicked, the screen on the next page opens.

Third-Party Sender Registration - Manual

Primary Routing Number: Your RTN ODFI Name: Your ODFI Name

* - Required Field

ODFI Routing number* :

 1

TPS Company Id* :

 2

TPS Name* :

 3

This TPS originates for Nested TPS(s)?* : Yes No 4

Required Field *

Street :

 5

Suite :

City* :

 6

State* :

 7

Country* :

 8

Zip Code* :

 9

SUBMIT

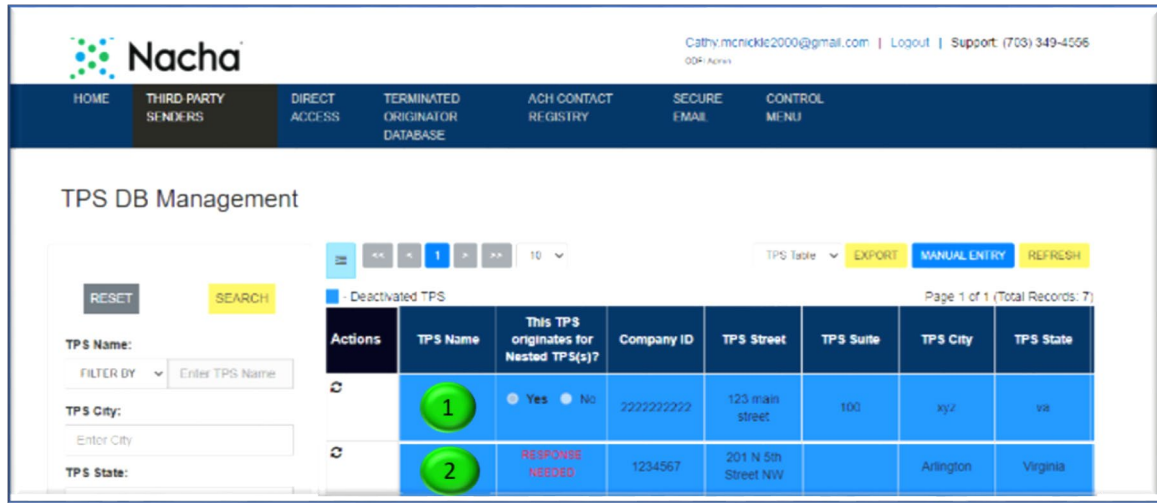
1. Enter Your ODFI Routing number. This is a required field.
2. Enter the TPS Company ID, which is a number your ODFI uses for identification in the ACH Detail Record. This is a required field.
3. Enter the name of the TPS. This is a required field.
4. Select the "Yes" or "No" radio button. This is a required field.
5. Enter the Street Address, and Suite, if necessary.
6. Enter the City. This is a required field.
7. Enter the State. This is a required field.
8. Enter the Country. This is a required field.
9. Enter the Zip Code. This is a required field.
10. Click Submit.



9.2 Reactivation of Deactivated TPSs

If you deactivate any TPSs, their lines will appear in blue, as shown below. Note, however, the “Response Needed” in the third column of the second line.

If you see the first line (“1”) that is a TPS that has been marked “yes” and then deactivated. In the second line (“2”) that is a TPS that was deactivated prior to being noted as Nested (Yes) or Not Nested (No). In either case, you can reactivate the TPS, but in Case “2” you will be required to cite that the TPS is Nested or Not Nested when reactivated.



The screenshot shows the NACHA TPS DB Management interface. The header includes the NACHA logo and navigation links: HOME, THIRD PARTY SENDERS, DIRECT ACCESS, TERMINATED ORIGINATOR DATABASE, ACH CONTACT REGISTRY, SECURE EMAIL, and CONTROL MENU. The user is logged in as Cathy.mcnickle2000@gmail.com. The main content area is titled "TPS DB Management" and features a search bar, a table of deactivated TPSs, and action buttons (EXPORT, MANUAL ENTRY, REFRESH). The table has 7 columns: Actions, TPS Name, This TPS originates for Nested TPS(s)?, Company ID, TPS Street, TPS Suite, TPS City, and TPS State. Two rows are visible, both highlighted in blue. Row 1 has a green circle with the number 1 and "Yes" selected. Row 2 has a green circle with the number 2 and "RESPONSE NEEDED" in red text.

Actions	TPS Name	This TPS originates for Nested TPS(s)?	Company ID	TPS Street	TPS Suite	TPS City	TPS State
	1	<input checked="" type="radio"/> Yes <input type="radio"/> No	2222222222	123 main street	100	xyz	va
	2	RESPONSE NEEDED	1234567	201 N 5th Street NW		Arlington	Virginia

9.3 Nested Third-Party Senders (TPSs)

A “Nested Third-Party Sender” is defined as a Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator, and does not have a direct agreement with the ODFI. Nested Third-Party Senders (TPSs) are addressed in ACH Originator Agreements. Full information on Third-Party Sender Roles and Responsibilities is available at [this link](#).

9.3.1 Nested TPS Identification

The Third-Party Roles and Responsibilities rule defines and makes mandatory the identification of Nested Third-Party Senders in the Portal. (See *Nacha Operating Rules, Subsection 2.17.3.1 ODFIs with Third-Party Senders*)

9.3.2 Implementation Dates

The identification of Nested Third-Party Sender rule is effective Sept. 30, 2022 and access to indicate Yes or No in the Portal begins August 1, 2022.

When you log into the Portal, you will see a banner at the top of your main screen if you are out of compliance. It will be removed after your FI is in compliance.

9.4 TPS Bulk Upload

To upload a bulk file, follow the Bulk Upload menu option:

The screenshot shows the 'Bulk Upload File' interface. It includes a search box for 'Primary Routing number*' with a 'FIND ODFI' button (Step 1). Below it is a file selection area with a 'Choose File' button (Step 2) and a list of sample templates: CSV, Excel, and XML (Step 3). A 'Parameters' section (Step 4) lists various fields like ODFIRTN, TPSCity, and TPSCountry. An 'UPLOAD' button (Step 5) is located at the top right of the parameters section.

Specific Process:

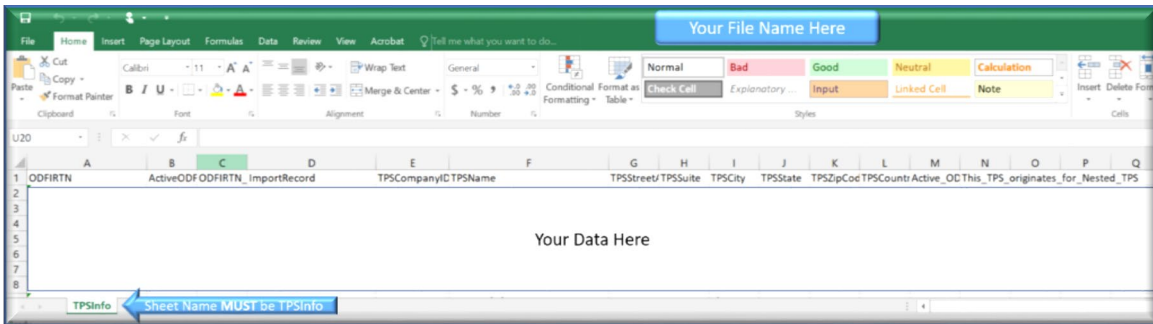
1. Click on the “FIND ODFI” button, and use the pop-up to find your ODFI:

The 'FIND ODFI' pop-up window contains two input fields: 'ODFI Name/Primary Routing Number:' and 'ODFI State/ ODFI City:'. The first field has a placeholder 'Enter ODFI Name/ Primary R:'. The second field has a placeholder 'Enter ODFI State/ OD'. There are 'SEARCH' and 'CLEAR' buttons to the right of the second field.

2. Once your ODFI information displays, select the file from your computer.
3. Before creating your file, check the templates for information on formatting, and
4. Use these parameters to create your bulk upload file. (See Bulk Upload Tips, below)
5. Click “UPLOAD”. You will either receive a message that the file has uploaded, and you can view it after midnight, or that the upload failed, and you will be able to immediately check the list of errors on the Bulk Upload History screen.
6. Both successful and failed uploads are shown on the Bulk Upload History screen described in [Section 9.4](#)

9.4.1 Bulk Upload Tips

- The information for the Template (in any format) should be:
 - ODFIRTN – 9 digits – This is **YOUR** ODFIRTN. Whether you use csv or excel, if you have a leading zero in your RTN, place a single quote (') before the number.
Sample '012345678.
 - ActiveODFIRTN – Use 1 for yes and 0 for no.
 - ODFIRTN_TPS_RelationshipExists – Use 1 for yes and 0 for no.
 - ImportRecord – Use Y for yes and N for no. **NOTE:** At least one Import Record must be marked “Y”. Both “Y” and “N” must be in **UPPER CASE**. Lower case will generate an error.
 - TPSCompany ID – Use the ID for that TPS.
 - TPSName – Use the TPS Name.
 - TPSStreetAddress – Use the TPS Address.
 - TPSsuite – If applicable, cell can be left blank.
 - TPSCity – Use the TPS City.
 - TPSState – Use the 2-digit abbreviation.
 - TPSZipCode – Use the 5-digit zip code.
 - TPSCountry – Use the 2-digit or 3-digit abbreviation.
 - Active_ODFI_Relationship – Use 1 for yes and 0 for no.
 - This_TPS_originates_for_Nested_TPS – Use Y for yes and N for no. Both “Y” and “N” must be in **UPPER CASE**. Lower case will generate an error.
- If you are using a CSV file, it must be created in Notepad. It cannot be created in Excel or it will not upload correctly, even if you call it .csv.
- If you are using an excel file, make sure that the sheet name (not the file name) is TPSInfo, as shown below:



9.5 TPS Bulk Upload History

Bulk Upload History displays information on bulk uploads you have accomplished, how many TPSs in the file, whether or not the file uploaded correctly and other relevant information. See specifics after the graphic:

The screenshot shows the 'Bulk Upload History' interface. On the left, there is a search and filter sidebar with 'RESET' and 'SEARCH' buttons. The main area contains a table with columns: Actions, Batch ID, Primary Routing Number, ODFI Name, File Name, No Of TPS In File, and No Of Uploads. A table with 4 rows is shown, with a large green box covering the ODFI Name column. Annotations include: '1. Search Area' pointing to the search filters; '2. Export' pointing to the EXPORT button; '3. Your FI Information Here' pointing to the redacted ODFI Name column; and '4. Error Icon' pointing to the error icon in the Actions column.

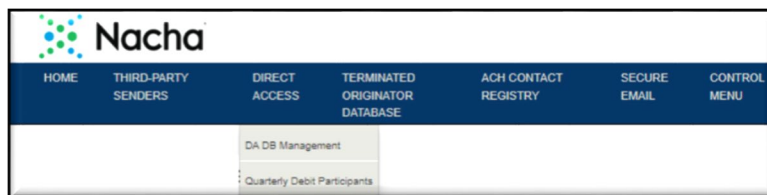
Actions	Batch ID	Primary Routing Number	ODFI Name	File Name	No Of TPS In File	No Of Uploads
	310			Test Upload 7 7 22.xlsx	4	0
	309			Test Upload 7 7 22.xlsx	0	0
	308			Test Upload 7 7 22.xlsx	0	0
	307			Test Upload 7 7 22.xlsx	0	0

1. Specific bulk uploads can be searched predicated on status and/or date. Make your selections and then click “Search” either at the top or bottom of the left menu bar. Your results will be displayed in the main area.
2. You can export the information displayed in the main area, which will include data from all the columns. The original upload file is not exported from this location.
3. Your FI information displays in this area.
4. Note the error icon. Click on it on any of the lines to view the specific errors associated with that upload file so that you can make corrections and upload the file anew.

10 Direct Access

- Direct Access is a situation in which an Originator, Third-Party Sender, or a Third-Party Service Provider transmits credit or debit entries directly to an ACH Operator using an ODFI's routing number and settlement account.
- A Direct Access Debit Participant is an Originator, Third-Party Sender, or a Third-Party Service Provider with Direct Access for the origination of debit entries except:
 - A Third-Party Service Provider that transmits files solely on behalf of an ODFI where that Third-Party Service Provider does not have a direct agreement with an Originator (and is not itself an Originator).
 - e.g., a bank service company performing services on behalf of a bank.
 - an ODFI that transmits files using another Participating DFI's routing number and settlement account.
 - e.g., a correspondent/respondent relationship.

This is the Direct Access Menu drop-down.

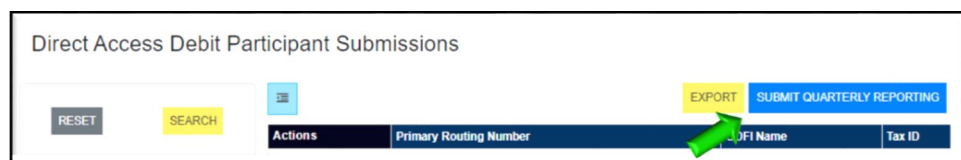


10.1 DA DB Management

All ODFIs are required to either register their Direct Access Debit Participant Status by providing specific information about each Direct Access Debit Participant, or acknowledge that it has no Direct Access Debit Participants. Once registered, just provide updates following any change to the information you've provided (including termination). (See *Nacha Operating Rules, Subsection 2.17.1 Direct Access Registration.*)

10.2 Quarterly Debit Participants

When a DADP is registered with NACHA, certain quarterly reporting is required. To do so, click the "Quarterly Debit Participant" menu item, and this screen is displayed:



Click “Submit Quarterly Reporting” to display this screen:

Submit Quarterly Reporting

Tax Identification Number * : --Select Tax ID--
Tax Identification Number is a required field and must be a valid Federal Tax ID Number.

Reporting Year * : --Select Reporting Year--
Reporting Year is a required field.

Reporting Quarter * : --Select Reporting Quarter--
Reporting Quarter is a required field.

SEC	Avg. Daily Orig # (Whole Numbers Only)	Avg. Daily Orig \$ (Whole Dollars Only)	Avg. Daily Returns # (Whole Numbers Only)	Avg. Daily Returns \$ (Whole Dollars Only)	Percentage of Returns (all RRCs) (ex: X.XX)	Percentage of Returns (NSF) (ex: X.XX)	Percentage of Returns (Administrative) (ex: X.XX)
+							

SUBMIT

Fill in your TIN, Reporting Year and Reporting Quarter and then click the “+” sign to display the SEC codes and select the correct one. The screen will then expand as shown below:

Submit Quarterly Reporting

Tax Identification Number * : --Select Tax ID--
Tax Identification Number is a required field and must be a valid Federal Tax ID Number.

Reporting Year * : --Select Reporting Year--
Reporting Year is a required field.

Reporting Quarter * : --Select Reporting Quarter--
Reporting Quarter is a required field.

SEC	Avg. Daily Orig # (Whole Numbers Only)	Avg. Daily Orig \$ (Whole Dollars Only)	Avg. Daily Returns # (Whole Numbers Only)	Avg. Daily Returns \$ (Whole Dollars Only)	Percentage of Returns (all RRCs) (ex: X.XX)	Percentage of Returns (NSF) (ex: X.XX)	Percentage of Returns (Administrative) (ex: X.XX)
	0	0	0	0	0	0	0
Total	0	0	0	0			

SUBMIT

You will then be able to add the pertinent information, and click the blue “SUBMIT” button at the bottom right of the screen.

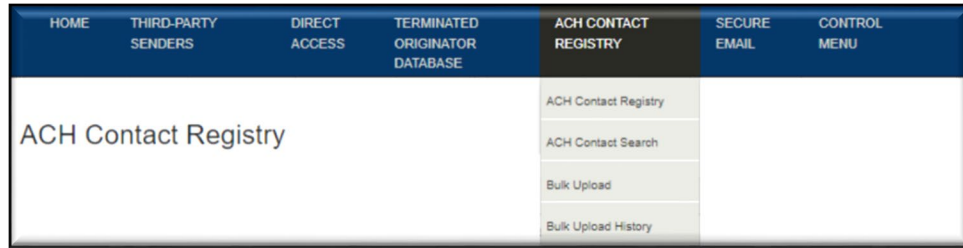
If you’re unsure whether your ODFI maintains Direct Access Debit Participant relationships, link to our [definitions and example scenarios](#) document.

11 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.*)



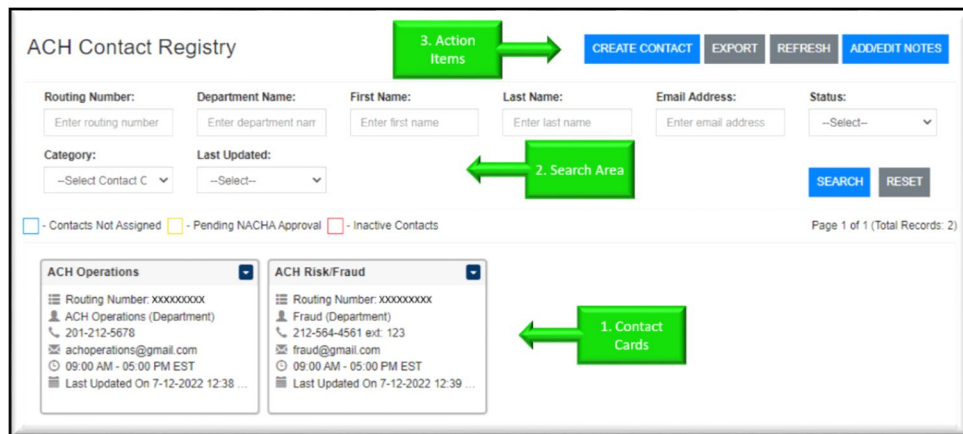
The ACH Contact Registry module allows you to view, update, and edit your registry contacts, search for other FI's contacts, use bulk upload, and review your bulk upload history.



We will look at these options in menu order.

11.1 ACH Contact Registry

This is a sample of the ACH Contact Registry:



- 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.
 - NOTE:** “Contacts Not Assigned” are contacts from the legacy Contact Database, and cannot be reactivated.
 - NOTE:** “Inactive Contacts” refer to contacts whom you have deactivated.
- You can search for ACH Contacts using the search options, and then clicking the blue “Search” button.
- 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.

11.1.1 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', 'Contact Category', 'Contact Details', and 'Terms Of Use'. The 'Routing Number' step is currently active. Below the progress bar, there is a heading '1 SELECT THE ROUTING NUMBER(S) ASSOCIATED WITH THIS CONTACT:' followed by a text input field labeled 'Your ODFI RTN'. To the right of the input field is a blue 'ADD' button. Below the input field are 'RESET' and 'NEXT' buttons. At the bottom center is a 'CANCEL' button. A green arrow points down to the 'ADD' button.

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

The screenshot shows the 'Create Contacts' form with the same progress bar. The 'Routing Number' step is still active. The text input field now contains 'Your ODFI RTN' and a blue button with 'ODFI RTN' and a close icon. To the right of this button is a blue 'ADD' button. Below the input field are 'RESET' and 'NEXT' buttons. At the bottom center is a 'CANCEL' button. A green arrow points to the 'NEXT' button.

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 ODFI 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.

Create Contacts

Routing Number Contact Category Contact Details Terms Of Use

2 SELECT THE CONTACT CATEGORIES (CHECK ALL THAT APPLY):

Contact Categories

Mandatory Contact Categories

- ACH Operations
- ACH Risk/Fraud

Optional Contact Categories

- AML
- Check
- Compliance
- Credit Card
- Debit Card
- Faster Payments
- Legal
- LOI Processing
- Treasury Management
- Wire
- IAT
- OFAC

PREV RESET 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.

Create Contacts

Routing Number Contact Category Contact Details Terms Of Use

3 ENTER CONTACT DETAILS:

AML

Contact Type*: Department Individual

PREV RESET NEXT

CANCEL

If you select “Department, enter the Department details. Of note, some ODFIs 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

The instructions below are for entering individual contacts. You will need to have both a primary and secondary contact. Fill out the form, noting the green arrows in the graphic below, if you want to grant online access to these individuals, and then click the blue “NEXT” button.

3 ENTER CONTACT DETAILS:

AML

Contact Type* : Department Individual

Primary Contact

First Name* :
Enter first name

Last Name* :
Enter last name

Job Title* :
Enter job title

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

Secondary Contact

First Name* :
Enter first name

Last Name* :
Enter last name

Job Title* :
Enter job title

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

The terms are displayed. Click “I AGREE & SUBMIT” and you will receive an email confirmation.

4 TERMS OF USE:

Your DDFI Name agrees that the information accessed through the ACH Contact Registry will be used only for their own, internal use for the purposes permitted by the Nacha Operating Rules, Article 1, Section 1.14, Participating DFI Contact Registration. The information contained in the registry is supplied by the financial institution and Nacha does not guarantee its accuracy.

PREV I AGREE & SUBMIT

CANCEL

11.1.2 Add/Edit Notes

When “Add/Edit Notes” is clicked, the box appears at the bottom of the screen. This is an opportunity for the FI to communicate with other FIs with information that isn’t capture in the contact card. Type



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

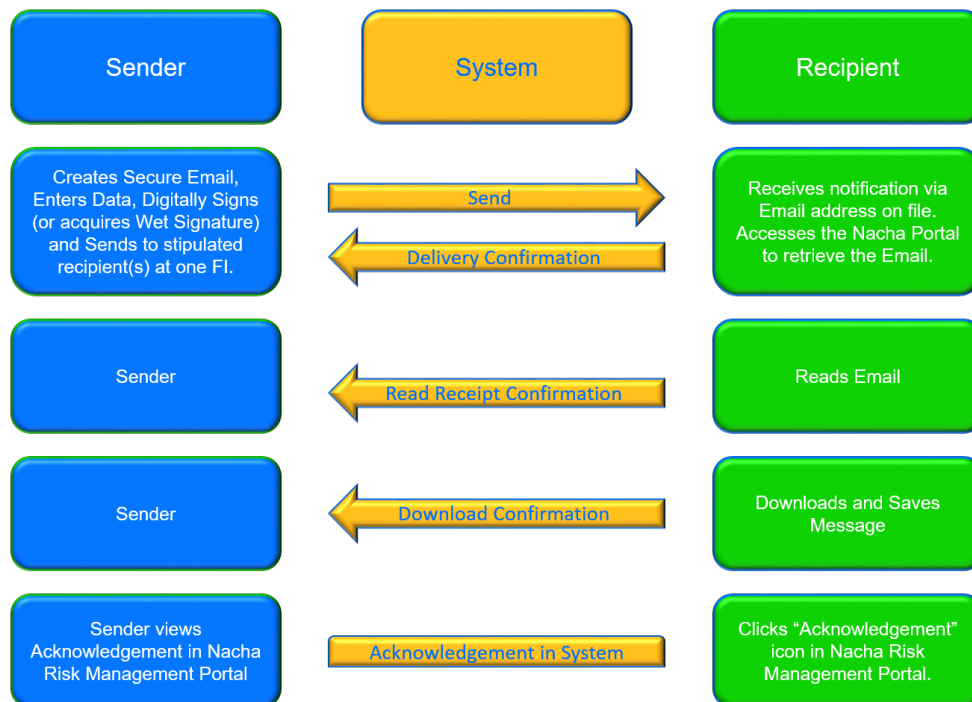
This section will explain the Secure Email Service, and provide step-by-step instructions for utilization, segregated by user role. If you have a question about the Secure Email Service beyond what is in this section, call the Portal Support Line at 703-349-4556, or send an email to rmportal@nach.org.

What is the Secure Email Service?

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

Secure Email Process

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



Utilizing Secure Email for Senders

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

- ODFI Admin
- ODFI User
- ODFI ACH Contact User

First Time Use

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

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.

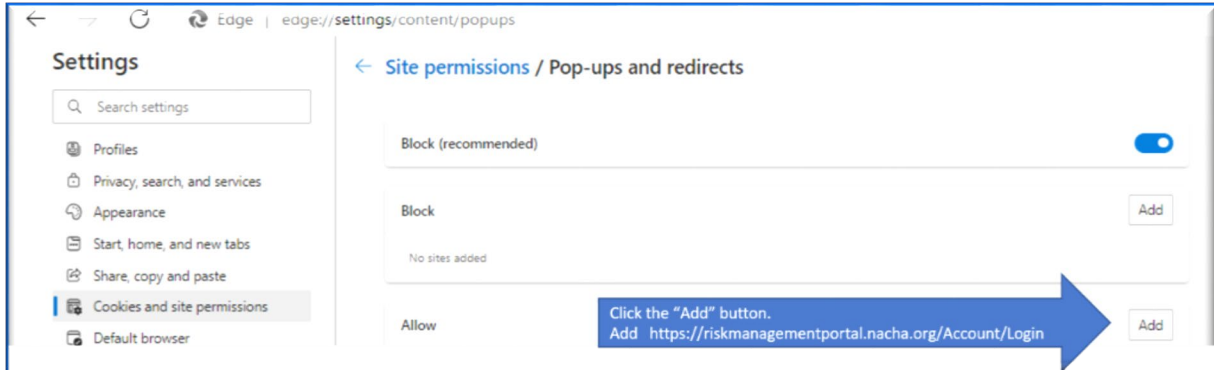
The Nacha site you want to enable pop-ups on is:

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





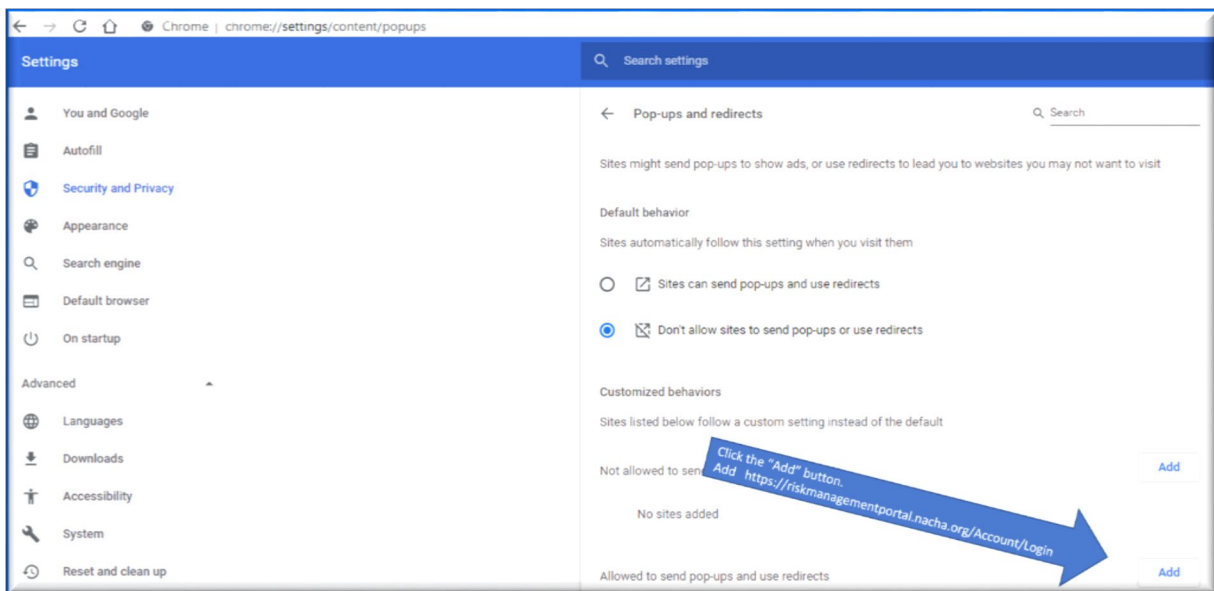
Edge Browser

- 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 →



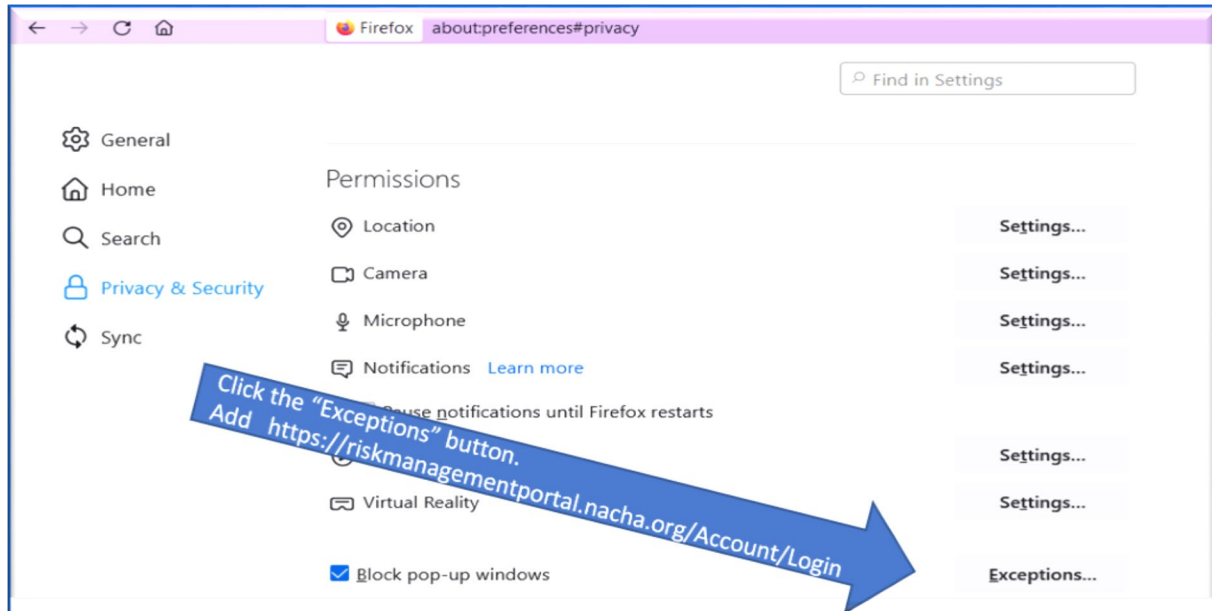
Chrome Browser

- 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 →

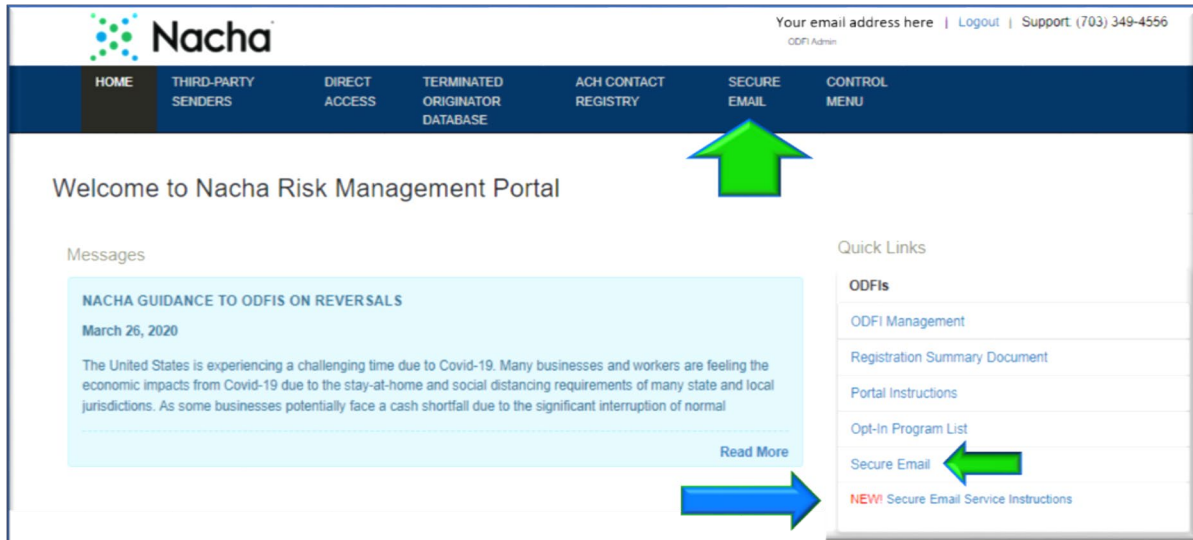


Accessing Secure Email

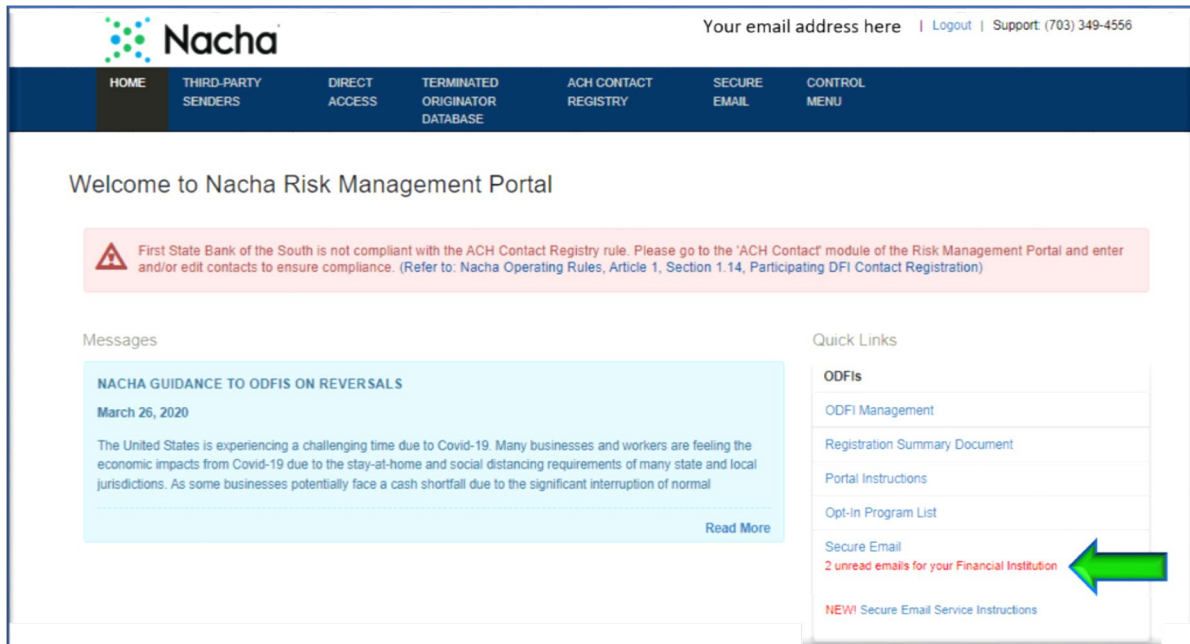
From the main Nacha Risk Management Portal screen, access Secure Email. On this screen, you can access Secure Email from the Menu Bar of the Quick Links box. The two access points (green arrows in screen shot below) are identical so you can use either one.

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

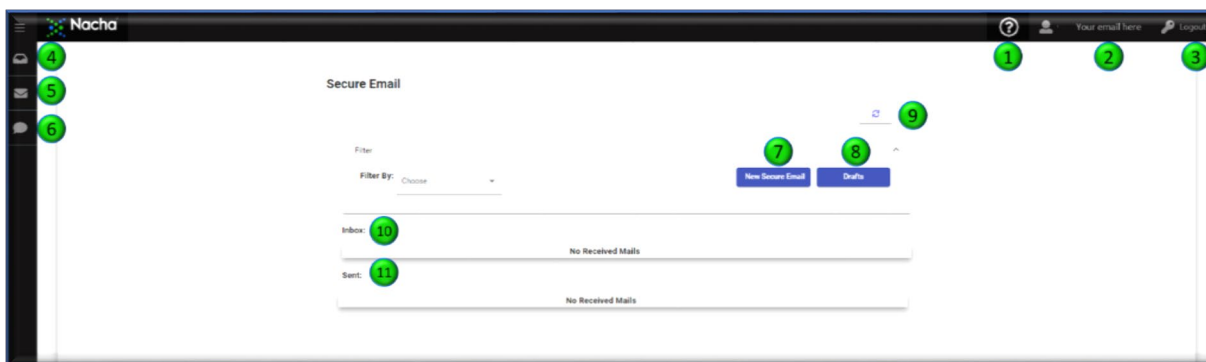
Note the blue arrow. It points to a copy of this Reference Guide.



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



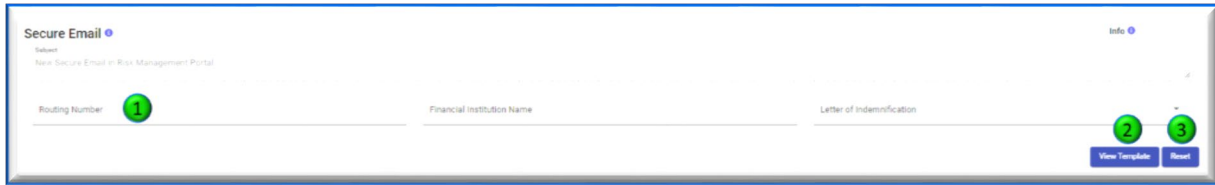
You are redirected to the Secure Email screen, which will open on a separate browser tab. Let's take a tour:



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 with the following elements:

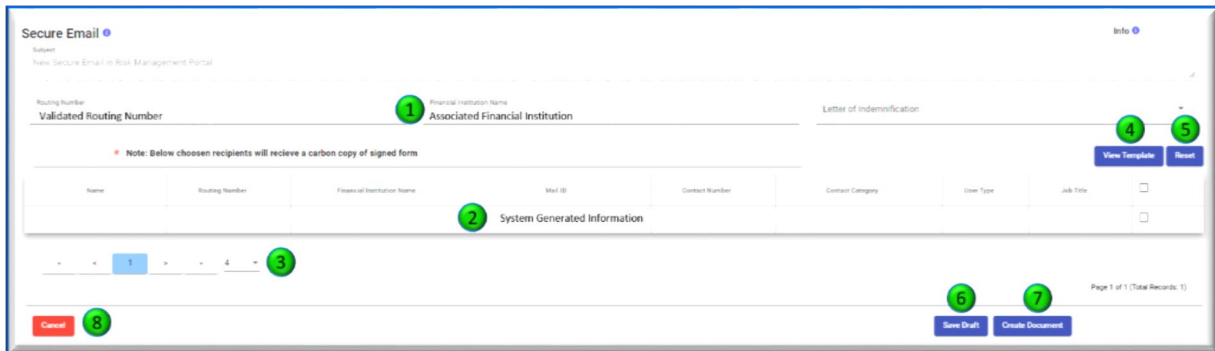
- Routing Number: Input field with a green circle '1' next to it.
- Financial Institution Name: Input field.
- Letter of Indemnification: Input field.
- Buttons: 'View Template' (green circle '2') and 'Reset' (green circle '3').

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 the following elements:

- Routing Number: Input field with a green circle '1' next to it.
- Financial Institution Name: Input field with a green circle '1' next to it.
- Letter of Indemnification: Input field.
- Buttons: 'View Template' (green circle '4') and 'Reset' (green circle '5').
- Note: Below chosen recipients will receive a carbon copy of signed form.
- Table of recipients with columns: Name, Routing Number, Financial Institution Name, Mail ID, Contact Number, Contact Category, User Type, Job Title.
- System Generated Information: Label for the table.
- Page 1 of 1 (Total Records: 1)
- Buttons: 'Cancel' (green circle '8'), 'Save Draft' (green circle '6'), and 'Create Document' (green circle '7').

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”;

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: 

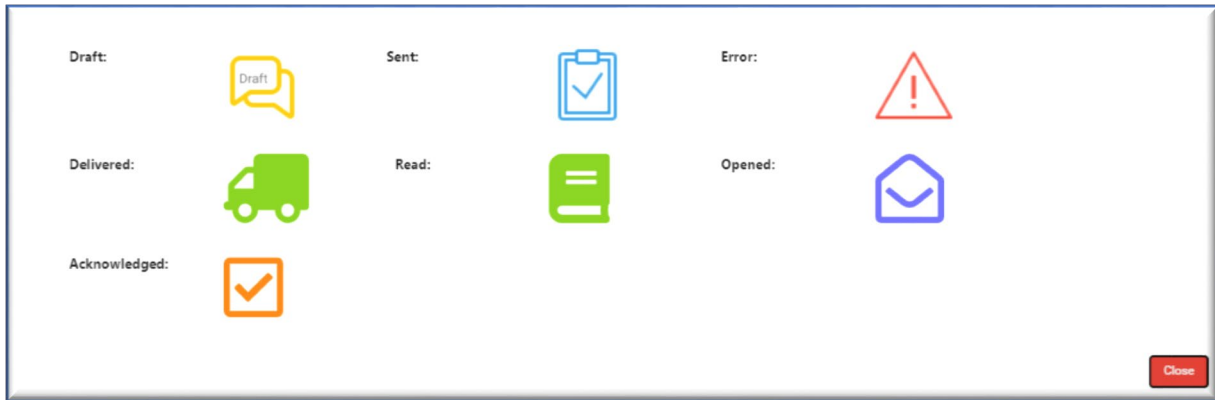
From :	To :
Name: Jessica Weingarten RTN: 062202257 FName: First State Bank of the South Contact Number: 703-555-1212 Email: Weingarten7@gmail.com	Name: Jessica Weingarten Department: RDFI Admin Email: Jessica.weingarten@hey.com Acknowledged: Yes 

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.

← X <https://secure-email-dev.azurewebsites.net/home/signout>



Nacha
Risk Management Portal

[Click here to login again](#)

 **Nacha**
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[Sponsor/Exhibit/Partner Opportunities](#)

[Register on NACHA.org](#)
[Apply for Membership](#)
[Careers with Nacha](#)
[Report Site Issues](#)

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

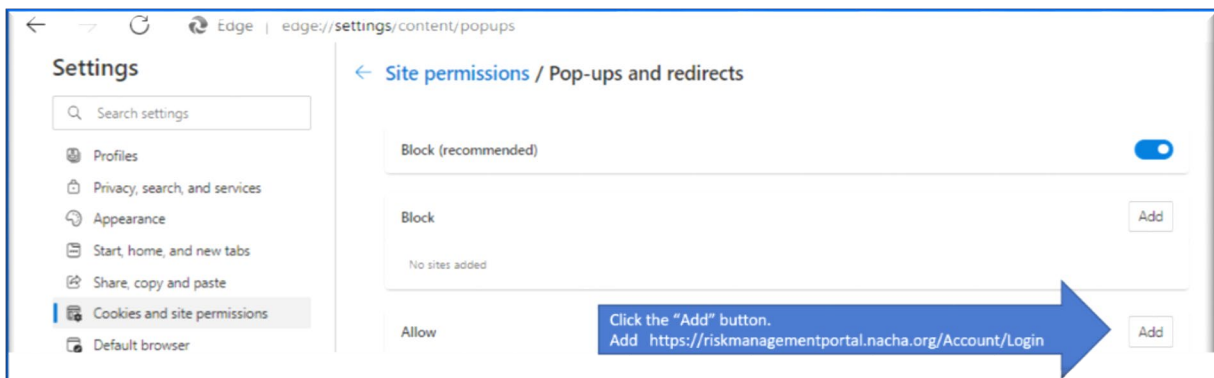
The Secure Email platform requires that you accept pop-ups. To do so, follow the steps below for the browser you use.

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


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

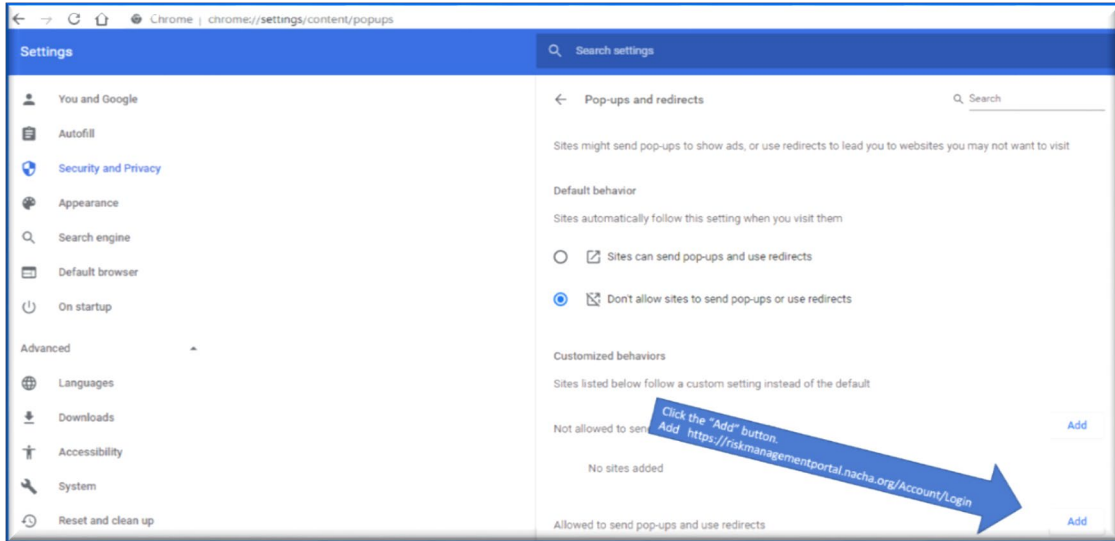
Edge Browser

- 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 →



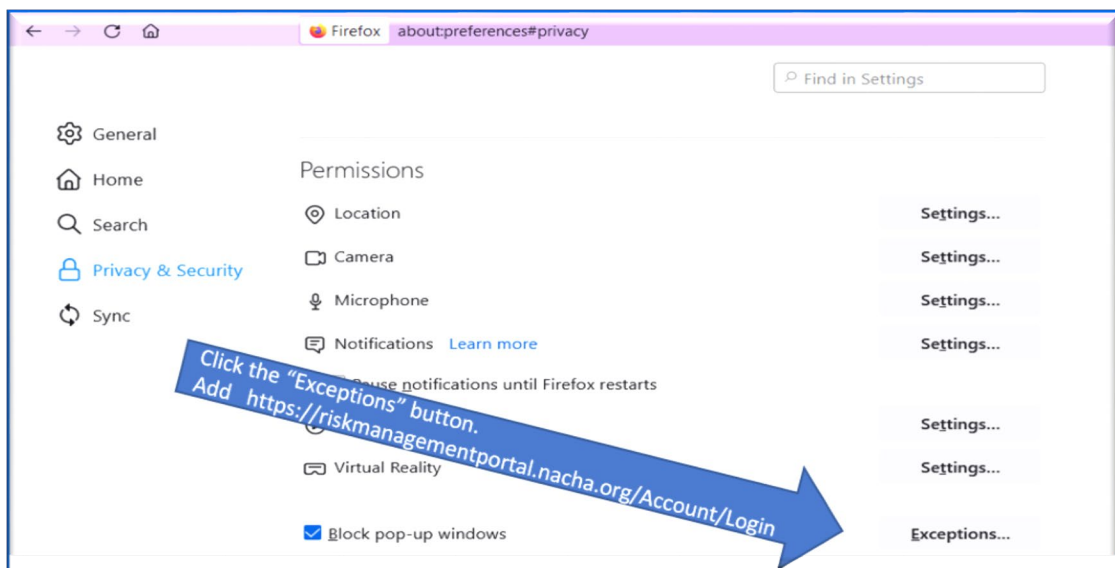
Chrome Browser

- 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

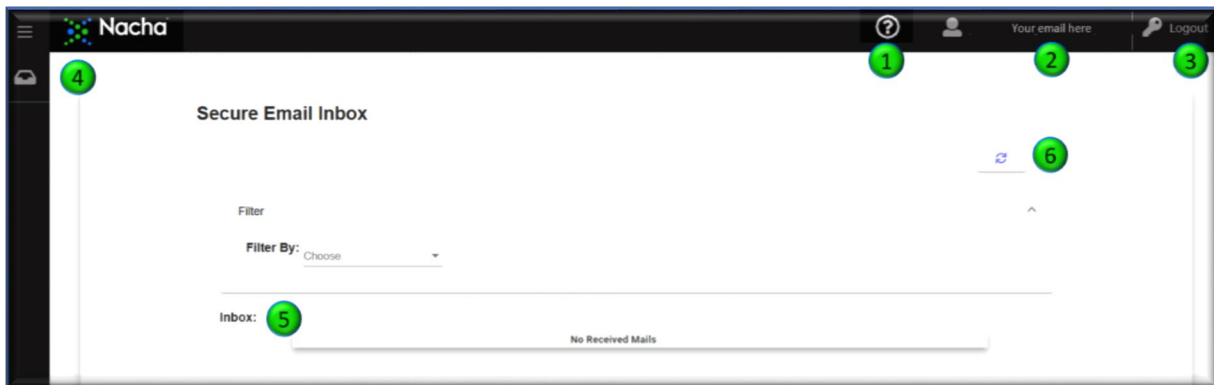
The first time an individual user from an RDFI accesses the Secure Email interface, the user will need to accept the Terms of Use to continue and be redirected to the landing page. Additional users from the RDFI will not see the Terms of Use, as they are accepted once per RDFI. (The Terms of Use are 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 text "Your email address here | Logout | Support: (703) 349-4556" is on the right. Below this is a dark blue navigation bar with 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 contains a warning icon and the text: "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 list of links: RDFI Management, RDFI Registration Summary Document, Portal Instructions, Opt-In Program List, Secure Email, and NEW! Secure Email Service Instructions. A green arrow points to the "Secure Email" link, which has a red notification "1 unread emails for your Financial Institution" next to it. A blue arrow points to the "NEW! Secure Email Service Instructions" link.

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 the 'Secure Email Details' interface. At the top left, the title 'Secure Email Details' is followed by a note: 'This is a summary page. Replies on this page are not possible. Follow up with sender if there are any questions.' In the top right corner, there is a 'Status Info' link with a blue circle icon. Below this, a 'Status:' label is accompanied by a green truck icon. The main content is divided into two columns: 'From:' and 'To:'. 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 'Acknowledged: No' text. Below the contact information is an 'Attached Forms' section with a green circle containing the number '2' and a mail icon. It shows one attachment: 'Letter of Indemnification_Bank of Banks_Peoples Independent Bank_82'. 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 arrow pointing to the 'Acknowledged: No' text in the 'To:' section.

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

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

Note: In the screen shot above the green arrow pointing to “No”.

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 

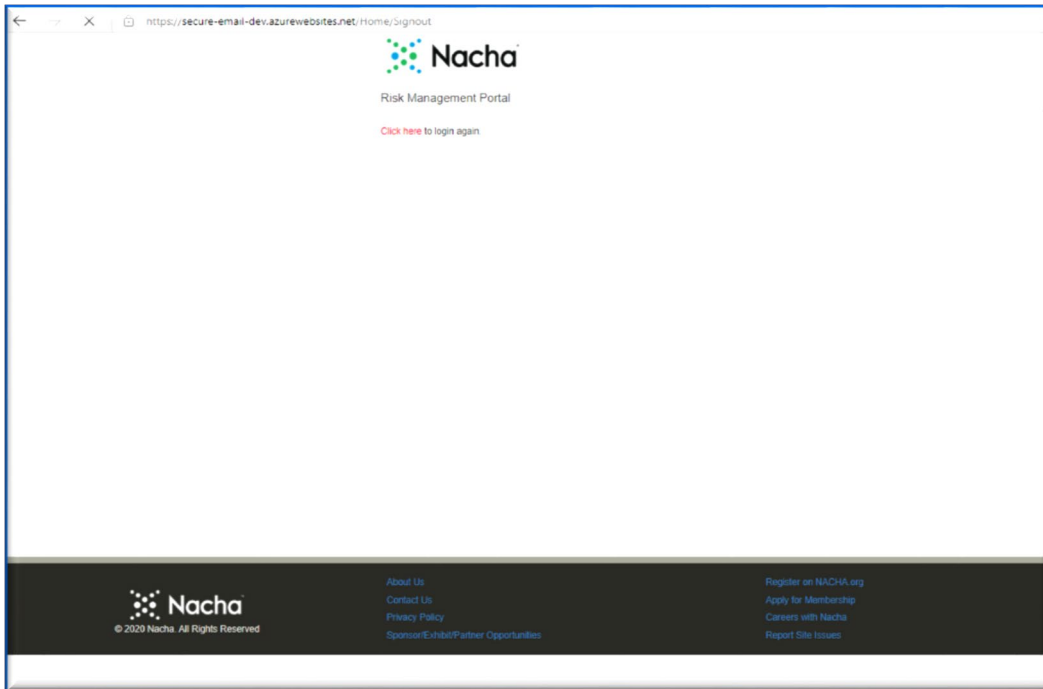
[Close](#) [Already Acknowledged](#) ←

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.

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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.

