

**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.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Contacting Us. Please contact us at [rmportal@nacha.org](mailto:rmportal@nacha.org) with any questions about these Terms.

Effective Date: 6/1/2022