Evergreen Credit Union
Business ACH Origination Service Disclosure and Agreement

Please read this disclosure carefully before submitting ACH origination transactions through Evergreen Credit Union. By enrolling in and using the ACH Origination Service, the Business Member agrees to be bound by this Disclosure and any related agreements governing ACH origination services provided by Evergreen Credit Union.

Member Responsibility for Information Submitted

All information entered, approved, or transmitted through the ACH Origination Service is the sole responsibility of the business member. Evergreen Credit Union does not verify, validate, or guarantee the accuracy, completeness, account ownership, routing information, payment amounts, effective dates, or recipient information submitted by the member. The member is responsible for reviewing all transaction details prior to submission.

Nothing in this Agreement relieves Evergreen Credit Union of any responsibility imposed upon it by applicable law, the Nacha Operating Rules, or an agreed-upon security procedure.

Fraud Prevention and Due Diligence

The Business Member is responsible for exercising reasonable care in the initiation of ACH transactions, including verifying the identity of payees and recipients, validating payment instructions, and conducting appropriate due diligence prior to submitting transactions. The Business Member is also responsible for safeguarding account information, login credentials, security devices, multifactor authentication methods, and any other confidential or protected information used to access the Business ACH Origination Service. The Business Member shall promptly notify Evergreen Credit Union of any suspected compromise, unauthorized access, fraud, or security incident.

Evergreen Credit Union maintains risk-based security, monitoring, and fraud prevention procedures designed to help identify and mitigate unauthorized or potentially fraudulent ACH activity. However, no security or monitoring program can eliminate all risk. The Business Member acknowledges that it remains responsible for reviewing transactions, monitoring account activity, and promptly reporting any unauthorized, suspicious, or erroneous transactions.

Evergreen Credit Union shall not be liable for losses resulting from inaccurate, misleading, unauthorized, or fraudulent instructions submitted through the ACH Origination Service when such instructions are transmitted using the Business Member's authorized credentials, security procedures, or authorized users, except as otherwise required by applicable law, regulation, or the NACHA Operating Rules.

Authorization and Binding Instructions

The Business Member is responsible for designating and managing individuals authorized to access and use the ACH Origination Service ("Authorized Users"). The Business Member is responsible for ensuring that Authorized Users are properly trained and act within the scope of their authority.

The Business Member shall maintain the confidentiality and security of all usernames, passwords, multifactor authentication methods, security tokens, account information, and other protected information used to access the ACH Origination Service. The Business Member agrees to implement appropriate internal controls, including separation of duties and dual-control procedures where appropriate for its operations.

Evergreen Credit Union may rely upon instructions, files, and transactions received through the ACH Origination Service that are submitted using agreed-upon security procedures and credentials associated with the Business Member. Subject to applicable law and the NACHA Operating Rules, such transactions may be treated as authorized and binding upon the Business Member if Evergreen Credit Union accepts the transaction in good faith and in compliance with the applicable security procedures.

The Business Member must immediately notify Evergreen Credit Union upon becoming aware of any suspected or actual unauthorized access, credential compromise, security breach, fraud event, or misuse of the ACH Origination Service. The Business Member remains responsible for monitoring account activity and promptly reviewing all transactions and account records.

Evergreen Credit Union reserves the right to block, delay, reject, suspend, or investigate transactions when suspicious activity, potential fraud, or security concerns are identified. However, the implementation of security procedures and fraud-monitoring controls by Evergreen Credit Union does not eliminate the Business Member's obligation to maintain reasonable internal security controls and oversight of its ACH activities.

Availability of Funds and Transaction Holds

A hold may be placed on the business member's account on the day a payment is submitted. Funds may remain unavailable until the ACH transaction has been processed and transmitted for settlement.

Processing Times

ACH transactions generally require one (1) to five (5) business days for delivery and settlement. Actual processing times may vary based on Federal Reserve processing schedules, ACH network rules, weekends, holidays, cut-off times, and the receiving financial institution.

Daily Submission Cut-Off Time

Transactions submitted after 1:00 PM local time may not be processed until the next business day. Evergreen Credit Union may change processing schedules or cut-off times as operational needs require.

Sufficient Funds Requirement

The member is responsible for maintaining sufficient collected funds in the designated account to cover all originated transactions and any associated returns, reversals, adjustments, or corrections.

Returned or Rejected Transactions

ACH transactions may be delayed, rejected, returned, reversed, or adjusted due to insufficient funds, invalid account information, account closure, receiving financial institution actions, regulatory requirements, ACH Network Rules, or other operational circumstances.

The Business Member is responsible for providing accurate account information, maintaining current recipient information, and ensuring sufficient funds are available when required. If an ACH transaction is returned, the Business Member is responsible for reviewing the reason for the return, correcting any inaccurate information, and determining whether a new ACH transaction should be submitted.

The Business Member shall promptly provide Evergreen Credit Union with any documentation, authorization, or information reasonably requested in connection with returned transactions, disputes, reversals, exceptions, or compliance reviews.

The Business Member agrees to reimburse Evergreen Credit Union for returned amounts, losses, fees, penalties, or expenses arising from ACH transactions originated by the Business Member, to the extent permitted by applicable law and applicable ACH Network Rules.

Compliance Requirements

The member agrees to be bound by all applicable laws, regulations, NACHA Operating Rules, sanctions requirements, and other applicable payment network requirements governing ACH transactions.

Evergreen Credit Union may audit the business member's compliance with this Agreement and the Nacha Operating Rules. Upon request, the business member will timely provide records, authorizations, policies, procedures and other reasonably necessary information to complete the audit.

Service Availability

Service availability may be affected by system maintenance, outages, telecommunications interruptions, fraud reviews, security controls, holidays, or events outside the control of Evergreen Credit Union.

Fees

There are currently no fees for the ACH Origination Service. However, as with all account and service fees, fee amounts and fee structures are subject to change at any time without prior notice, unless otherwise required by law.

Right to Refuse or Delay Transactions

Evergreen Credit Union reserves the right to refuse, delay, suspend, limit, or cancel any transaction or service request when necessary to protect the member, the credit union, or the payment system, or to comply with legal and regulatory obligations.

Governing Law

This Business ACH Origination Service Disclosure and the rights and obligations of the Business Member and Evergreen Credit Union shall be governed by and construed in accordance with applicable federal laws and regulations, the NACHA Operating Rules, and the laws of the State of Maine, without regard to conflict of law principles. To the extent applicable, funds transfers and payment orders shall be governed by Article 4A of Maine's Uniform Commercial Code, as amended from time to time.

Acknowledgement

By using the ACH Origination Service, the Business Member acknowledges responsibility for the accuracy of all information submitted through the service and authorizes Evergreen Credit Union to process ACH transactions in accordance with this Disclosure, applicable laws and regulations, the NACHA Operating Rules, and agreed-upon security procedures.