7. VANCO LIABILITY. Vanco shall be responsible for performing only those services expressly provided for in this Agreement and shall be liable only for material losses directly resulting from its intentional misconduct in performing those services. Except as provided in the preceding sentence, Vanco shall not have any liability for failing to perform, for delay in performing or for negligently performing any services pursuant to this Agreement, and shall have no liability for any consequential, special, punitive or indirect loss or damage.

8. TERM. This Agreement shall continue in effect, unless terminated by either party upon thirty (30) days notice. Provided, however, that in the event that any of the following occur, Vanco shall be entitled to terminate this contract immediately upon the occurrence of such an event and thereafter give notice to Company that this Agreement has been terminated:

   a. Vanco attempts to make a debit to Company’s Account pursuant to Paragraph 4 or Paragraph 6 of this Agreement which is later returned because the account has insufficient funds in it to permit the debit transaction;
   b. Company has terminated Vanco’s authorization to debit Company’s Account, for any other reason which prevents Vanco from making the debit entry; or
   c. Company breaches any of its warranties in Paragraph 5.

9. CONFIDENTIALITY. Vanco acknowledges that in performing services for Company pursuant to this Agreement that it will have access to information about Company and its Customers that is confidential ("Confidential Information"). Vanco agrees to maintain the confidentiality of Confidential Information and will not in any manner disseminate Confidential Information to third persons, either in whole or in part, and will not in any manner use Confidential Information for its own benefit. Vanco shall also take such steps as are reasonable and necessary to cause its employees to be individually subject to an obligation to maintain the confidentiality of Confidential Information. Provided however, Vanco may disseminate that portion of the Confidential Information to third party vendors who have a need to know such Confidential Information in the course of the performance of their duties for Vanco. Such parties must be bound in writing by a duty of confidentiality no less protective of the Confidential Information than this Agreement. Such third parties shall only use the Confidential Information for the purpose which it was disclosed and shall be bound not to use or exploit such Confidential Information for its own benefit or the benefit of another. Vanco accepts responsibility for the actions of such third parties and shall protect the Confidential Information in the same manner as it protects its own Confidential Information but in no event shall less than reasonable care be used. Additionally, Vanco may disclose such portions of the Confidential Information to banks and regulatory authorities as it is required to disclose to them under applicable law in order to perform the services for Company pursuant to this Agreement.

10. MISCELLANEOUS. This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding eCheck. This Agreement shall be construed under the laws of the State of Minnesota and the exclusive venue for any litigation shall be in the courts of the State of Minnesota. The Company hereby submits to the jurisdiction of said courts.

This Agreement may hereafter be amended by Vanco giving Company advance notice of changes to the terms and conditions of this Agreement. Company’s utilization of eCheck from Vanco subsequent to such notification shall constitute Company’s consent to such modification. All of the provisions of this Agreement shall survive its termination except for Vanco’s obligation to provide eCheck to Company. This Agreement may not be assigned by either party except that either party may assign this Agreement to any successor by merger, consolidation or corporate reorganization. Each party hereby warrants and represents that the person whose signature appears below has been duly authorized and that all of the necessary and appropriate corporate authority exists for said party to execute this Agreement.

NOTE: Company has submitted an application to Vanco to utilize eCheck. Company’s execution of the separate Authorization and Representations form pertaining to this Agreement constitutes acceptance of the terms of this Agreement. If Vanco approves Company’s application, it will do so in writing by executing the Authorization and Representations form. At that time both parties will be bound by the provisions of this Agreement.
eCheck Client Procedures

Introduction
This Procedures Manual is designed to help you understand how eCheck service works. Feel free to call our Client Services Department during business hours – Monday through Friday 8:00am to 4:30pm Central Time at 800-675-7430. We will be happy to answer any questions you may have.

Automated Clearing House (ACH) Network: Vanco utilizes the ACH Network when transferring funds electronically. The ACH Network was developed as an alternative to the paper check system. The operating rules and business practices for the ACH network are set by the National Automated Clearing House Association (NACHA, www.nacha.org). Vanco is a member of the Upper Midwest Automated Clearing House Association (UMACHA, www.umacha.org). A copy of the ACH rules and regulations can be ordered from the NACHA website.

Software Requirements: You are not required to purchase or lease any specialty software. Information may be transmitted to Vanco by entering it via MyVanco (Vanco’s Online Service Center) or by sending an electronic data file.

Getting Started: Once you have been set up in our system, the following two steps must be completed before Vanco Payment Solutions can process electronic transactions:
1. Customer gives you authorization to debit their account.
2. Authorization information is entered into Vanco’s system.

Best Practices
Once you have been set up for our eCheck Service, Vanco would like you to make the most of this convenient payment solution. In order to help us provide you with an easy, hassle-free experience, please consider the following:
- Record your assigned ES # for easy reference when calling Vanco.
- Schedule a time (approximately 15 minutes) for a Client Services representative to walk you through the following:
  - Using MyVanco
  - User ID & Password
  - Policies
  - Timelines
  - Reports
  - Review all ACH Confirmation Reports to verify Adds, Changes, and/or Deletes.
  - Reconcile your ACH Deposit Report to your bank account.
  - Address all items on the Returns Report in a timely manner.

MyVanco (Online Service Center)
MyVanco is the secure, web-based portal that gives Vanco clients 24/7 access to payment processing tools and reporting capabilities.

Benefits of MyVanco:
- You will be able to manage all electronic transactions processed through Vanco 24 hours a day, 7 days a week from any computer with Internet access, and
- You will have the ability at any time to view all transaction and operational reports.

Call 800-675-7430 to request access to MyVanco.

Requirements for MyVanco:
128-bit Encryption – Vanco and ACH rules require that you use a browser capable of 128-bit encryption. Encryption is a security measure whereby information is scrambled as it is transmitted over the Internet to ensure confidentiality. Having a browser with 128-bit encryption will ensure maximum security during your MyVanco sessions.

For information about your browser’s specific security capabilities go to the help section on the browser menu. If your browser needs to be upgraded, we recommend downloading the latest version of your browser.

Browsers not supporting 128-bit encryption will be blocked from MyVanco.

Internet Security
When sharing information over the Internet, be aware of emails, websites, and pop-up windows that ask you to enter confidential information (i.e., Social Security number, bank account number, User ID and Password). These emails and web pages may appear authentic and, in some cases, almost identical to those belonging to financial institutions and businesses. In many cases, however, they are scams created by criminals trying to obtain your personal information. This fraudulent act is commonly known as “phishing.” Your risk of being exposed to scams like this can be greatly reduced by taking the following precautions:
- Never respond to an email asking you to enter confidential information such as your User ID, Password, Social Security number, etc. Vanco will never ask for such information via email. If you receive such an email, contact Vanco immediately.
- Never send confidential information over the Internet unless you have verified that the website is legitimate. For questions about the legitimacy of a website, contact the company by phone.
- Never share your User ID and Password with anyone.
- Make sure your Internet browser is up to date and all security patches have been installed.

Obtaining Authorization
Vanco accepts authorizations for the following four approved ACH transaction types:
- PPD = business to consumer (most common)
- CCD = business to business
- TEL = telephone initiated
- WEB = Web initiated

In order to process the above types of ACH transactions, authorization must be received for each Customer. Vanco supports the following three forms of authorization allowed under ACH rules:
- Written
- Internet-initiated
- Telephone-initiated

The following are the procedures/guidelines, according to ACH rules, that must be adhered to when obtaining authorization for ACH transactions.

Vanco will perform random audits to monitor for compliance to these required rules.

Written Authorization (PPD or CCD): A written authorization can be for either fixed or variable amounts as well as single or recurring transactions.
- Fixed transactions – The Authorization Form must include the amount of each transaction and the dates and/or frequency of the transactions.
- Variable transactions – You must give the Customer notification of the amount and the date on or after which the transaction will be debited. This notification must be given at least 10 calendar days prior to the settlement date.

All authorization forms must be signed and dated by the Customer and include:
- Customer’s name
- Customer’s address, city, state and zip
- Customer’s bank routing and account numbers
- A voided check or savings deposit ticket
- Language on how the Customer can terminate the authorization

Vanco Payment Solutions recommends using one of our pre-designed authorization forms. If you choose to design your own form, Vanco Payment Solutions must review and approve it in order to make certain that all required information is included.

A copy of the authorization must be retained for a minimum of two years following the termination or revocation of the authorization.

Document Destruction: ACH rules require that authorizations be destroyed after two years from the date of the last transaction. Vanco will issue a Document Destruction Report prompting the recipient to destroy the listed authorizations.

For the security and privacy of Customers’ personal information, Vanco Payment Solutions highly recommends storing signed Authorization Forms in a secure place (i.e. a locked cabinet).

Internet-Initiated Authorization (WEB): If you would like to be able to accept Internet-initiated transactions, contact your marketing representative for details. Authorizations received via the Internet can be for either one-time transactions or recurring transactions. The authorization must conform to the ACH rules and guidelines and include the same requirements as a written authorization.

Authorizations must be signed or similarly authenticated. Two valid options for authentication are:
- Your customer’s User ID and Password that you have assigned the Customer. This User ID and Password must be unique to each Customer
- Generate an email back to the Customer confirming the information they entered. The authorization is considered authenticated once the Customer has responded to the email.

In addition, the authorization must clearly state that it is for an ACH debit, state the terms of the authorization, and for recurring payments provide a method to terminate the authorization by notifying you. You should also prompt the Customer to print and retain a copy of the authorization.

Note: You should take the following steps to minimize the risk associated with web transactions:
- Have a way to verify the routing number. This can be done through a database, by computing the check digit, or by calling the Customer’s financial institution.
- Your website must also have a minimum of 128-bit SSL encryption.

Telephone-Initiated Authorization (TEL): If you would like to be able to accept telephone-initiated transactions, please contact your marketing representative. When conducting TEL-transactions, you must adhere to the following guidelines:
- TEL-transactions are conducted for single-debit entries only.
- The Customer must initiate the telephone inquiry or have a pre-existing relationship with your organization.
- Additional debits to an account require written authorization from the Customer and must be initiated by the Customer.
- Transactions must be coded as a “TEL.”
- You must either (1) record the oral authorization or (2) provide the Customer with written notice confirming the oral authorization prior to the settlement date.

Original or duplicate recordings or written confirmation of Customer’s authorization must be retained for two years from the date of authorization and must be made available to Vanco Payment Solutions upon request to review for compliance.

Document Destruction: ACH rules require that authorizations be destroyed after two years.
from the date of the last transaction. Vanco will issue a Document Destruction Report prompting the recipient to destroy the listed authorizations.

Telephone-initiated authorizations must include the following information:

- Customer’s name
- Customer’s address, city, state and zip
- Date on which the account will be debited
- The amount of the single entry debit
- Customer’s bank account and routing number
- Date of Customer’s verbal authorization
- A business telephone number for the Customer to call during normal business hours.
- A statement that the information given by the Customer will be used to originate a single ACH debit entry to the Customer’s account along with a clear expression of the terms of the authorization.

Note: There are certain risks associated with telephone transactions. In order to minimize your risk, you should verify the identity of the Customer. Originators of TEL entries are required to utilize commercially reasonable procedures to verify the identity of the Customer. Methods include for example, the use of a directory or database to verify Customer’s name, address and phone number.

Transmitting Authorization Information

Once the Customer has given you verifiable authorization, Vanco will be ready to process electronic transactions as soon as that Customer’s authorization information is received and entered into our system. You can transmit authorization information one of two ways.

1. Online Entry Via MyVanco – Enter the authorization information yourself via MyVanco

You are responsible for keeping the Authorization Form on file for 2 years from the termination or revocation of the authorization.

2. Send a Data File – You can program your software to generate a file using the Vanco standard layout. If you have any questions regarding this option, please call Vanco’s Implementation Department.

The day after new entries are set up or changes have been made to an existing record, an ACH Confirmation Report is sent to you. You are responsible for making sure all information on this report is accurate and up-to-date.

Flow of Funds

Prior to each settlement date, Vanco will send you an ACH Deposit Report. This report lists each Customer whose account will be debited, the amount of each debit, the total number of transactions, as well as the total dollar amount that will be deposited into your account. For churches and nonprofits with multiple funds, an ACH Fund Detail Report is sent instead. This report is similar to the Deposit Report, but it is organized by each individual fund. Both of these reports should be used to update your cash position and Customer records. On the authorized settlement date, funds are transferred from the Customer’s account directly to your bank account. If any transaction should be returned:

1. Vanco sends you a Returns Report listing the reason the transaction was returned.
2. The funds for any return items are debited from your account the next business day.

Note: All reports are available 24/7 via MyVanco.

Issuing ACH Credits

There are two ways to credit funds back to a Customer:

1. Initiate a credit transaction via MyVanco.
2. Fax a Change/Stop/Credit Form to Vanco.

Credit transactions entered before 2:45 PM CT will be credited to the Customer’s account the following business day. See Program Charges for pricing.

Return Items

Financial institutions have two (2) business days following settlement to return an ACH transaction. When a transaction is returned, the following steps occur:

1. Funds are debited from Vanco’s trust account on the same day we receive notification of return items.
2. That same day, Vanco sends you a Returns Report. This report details all returned transactions with the Customer’s name, number, amount and date of the transaction, and the reason for the return. This report can also be obtained via MyVanco.
3. Funds are debited from your account the next business day.

Accounts with returns appearing on the Returns Report are placed on hold until your office instructs Vanco Payment Solutions to remove them from hold or you remove them from hold via MyVanco.

If a transaction is returned do to “Insufficient Funds” or “Uncollected Funds”, Vanco can setup a one-time transaction to try and collect the funds again before the account is put on hold. This is an optional feature that can be turned on or off (call 800-675-7430 for details).

Normal transaction fees apply (see eCheck Program Charges).

You also have the option to set up an additional transaction to pull for a Non-Sufficient Funds (NSF) fee. Normal transaction fees apply (see eCheck Program Charges).

Late Returns: Late returns are defined as any return sent to Vanco after the second business days following settlement. These returns are processed like any other return pending the outcome of the dispute, however Vanco will “Dishonor” them as timely, with the exception of returns coded “Not Authorized” or “Revoked”. A financial institution that repeatedly returns transactions in an untimely manner can be reported to the governing board of the ACH network and fined.

With business-to-consumer transactions the consumer has up to 60 days after the date their account was debited to dispute a transaction. To do this, the consumer must go to their bank and sign an affidavit stating that they wish to return a transaction due to Not Authorized or Revoked reasons. According to NACHA rules, these types of returned transactions may not be reinstated unless subsequent authorization has been received from the account holder. Occurrences of this are rare.

Notification of Change: When a change occurs to a Customer’s banking information (i.e. Routing Number, Account Number, and/or Account Type) the following steps occur:

1. The Customer’s financial institution notifies Vanco Payment Solutions of the change.
2. Vanco automatically updates the Customer’s banking information within our system.
3. Vanco sends you a Returns Report detailing one or more of the following reasons for change:
   - ACCT# CHANGED.
   - ROUTER CHANGED.
   - ACCT/RT CHANGE, or
   - ACCT TYPE CHANGED.

When you receive a notification of change, please be aware of the following:

- No action is required on your part, but we recommend that you update your internal records to reflect the information provided in the “Notification of Change” section on the Returns Report.
- Scheduled transactions will process as scheduled.
- Normal return fees apply (see Program Charges).
- Accounts appearing in the “Notification of Change” section of the Returns Report are not placed on hold.

Reports

Once generated Vanco’s operational reports may be accessed 24/7 via MyVanco. Reports may also be emailed. It is your responsibility, as a client of Vanco, to review all reports for accuracy.

ACH Confirmation Report:
Description – Details all new Customers and transactions as well as any changes and stop payments that have been entered into Vanco’s system.
Timing – Generated at 2:40 a.m. Central Time the day after new entries, changes, or stop payments have been entered.

ACH Deposit Report:
Description – Shows the total dollar amount to be deposited into your bank account. If you prefer, Vanco can add a “transaction detail” section to this report, which details each individual transaction processed (call for details). Transactions listed on this report have already been processed and cannot be stopped from being settled.
Timing – Generated at 3:00 p.m. Central Time two business days prior to each settlement date.
A “business day” is any calendar day other than a Saturday, Sunday, or Federal holiday.

ACH Fund Detail Report (optional):
Description – This is a customized report primarily used by religious organizations and nonprofits in place of the ACH Deposit Report. It lists all electronic transactions to be settled and it is organized by each individual fund. Transactions listed on this report have already been processed and cannot be stopped from being settled.
Timing – Generated at 3:00 p.m. Central Time two business days prior to each settlement date. A “business day” is any calendar day other than a Saturday, Sunday, or Federal holiday.

Return Report:
Description – Details all returned transactions, with the original settlement date and the reason for the return, as well as any changes to a Customer’s banking information.
Timing – Generated in the morning upon receipt of a returned transaction or notification of change.

Timelines

Processing:
- ACH Transactions – Processing occurs at 3:00 p.m. Central Time two business days prior to settlement. Any changes to transactions must be entered prior to this time.
- ACH Files – In order for ACH transactions to be processed in time, all ACH files must be received by 2:30 p.m. Central Time two business days prior to settlement.

Reports:
- ACH Confirmation Report – 2:40 a.m. Central Time the day after new Customers and transactions, changes, and stop payments have been entered into Vanco’s system.
- ACH Deposit Report – 3:00 p.m. Central Time two business days prior to each settlement date.
- ACH Fund Detail Report – 3:00 p.m. Central Time two business days prior to each settlement date.
- Returns Report – Morning, the day Vanco receives notification of returns or changes to Customer’s banking information.