

## ACH DBO Authorization Agreement for Direct Payments

(ACH/Electronic debit for payment of Mortgage/Consumer Loans held at KCU, to be paid from a different financial institution)

Type of request: **(mark one)** ☐ **New** ☐ **Modification** ☐ **Termination**

I hereby authorize Kirtland Credit Union, herein after referred to as "KCU", to initiate debit (withdrawal) entries to my:

**(mark one)** ☐ **Savings** ☐ **Checking** account indicated below as the depository financial institution for withdrawal, herein after referred to as "Depository", and to debit the same to such account. If the funds are not available when the debit is attempted, I understand that KCU may assess a return fee and make no further attempt to debit the funds that month. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

This authorization is to remain in full force and effect until KCU has received written termination notification in such time and in such manner to afford KCU and Depository a reasonable opportunity to act, or until such time the debt is paid in full. I certify I have read and agree to be bound by the Electronic Funds Transfer Disclosure located in the Member Service Agreement.

### Depository Financial Institution for Withdrawal *(Voided Check Preferred)*

Financial Institution Name: \_\_\_\_\_

Name on Account: \_\_\_\_\_

ABA Routing # (9 digits): \_\_\_\_\_ Account # (full # at bottom of check): \_\_\_\_\_

### KCU Information

Type of Loan: ☐ **Consumer** ☐ **LOC/Home Equity** ☐ **Mortgage**

Member Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Account #: \_\_\_\_\_ Loan ID (four digits): \_\_\_\_\_ Payment (amount to withdraw): \$ \_\_\_\_\_

Loan Due Date (system date): \_\_\_\_\_ Start Date: \_\_\_\_\_

Frequency: ☐ **Monthly** ☐ **Bi-Weekly (every 2 weeks)** ☐ **Semi Monthly on the \_\_\_\_\_ & \_\_\_\_\_**  
*For Mortgages, only 1<sup>st</sup> thru 6<sup>th</sup> (not available for mortgages) (not available for mortgages)*

### KCU Authorization Agreement for Direct Payment / ACH Disclosure

- All items or Automated Clearing House ("ACH") transfers to your account are provisional and subject to receipt of final payment. After we receive final payment, we refer to these deposits as "collected items". KCU reserves the right to refuse or return all or any items or funds transferred.
- If the final payment of the loan is LESS than the regular amount automatically drafted from the Depository Financial Institution, the payment will NOT be drafted (withdrawn) and the member will be responsible for arranging another method for final payment. **KCU will not be responsible for final payment not being made or for the loan going past due because of a difference in final payment.**
- KCU will make a good faith effort to prevent further transfers once the loan is paid in full. However, monitoring of the loan balances, final payoff amount, and cancellation of the ACH Agreement authorizing the transfer from another institution are the responsibility of the member. **KCU is not liable for transfers made or any cost incurred by the member in the event that the ACH Agreement is not cancelled at the time a loan is paid off.**
- All scheduled transfers of mortgages will be adjusted automatically when the annual escrow review is done. With required notice, the member can request, and pay, any shortage manually so that the mortgage payment amount remains the same.
- When an advance is made on a Personal or Home Equity Line of Credit, the next due date will reflect the new payment amount that will be debited against your Depository Financial Institution for withdrawal.
- If your payment due date falls on a weekend or federal holiday, the payment will post on the next business day at the depository financial institution for withdrawal.

**MORTGAGE LOAN PAYMENTS ONLY:** KCU utilizes FICS/eStatus Connect® to complete ACH/electronic debit of mortgage loan payments made from other financial institutions.

**FICS Click Wrap / eStatus Connect® Agreement**

**WARNING: THIS IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY), THE END USER, AND FINANCIAL INDUSTRY COMPUTER SYSTEMS, INC. (HEREINAFTER "FICS"). READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING THIS DOCUMENT. BY SIGNING, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SIGN THIS FORM.**

**1. Definitions**

- A. "eStatus™ Software means certain software and related user documentation for use in receiving and conveying (e.g. displaying) data retrieved from the Mortgage Servicer® database.
- B. "Loan Provider" means any entity which is a licensed customer of FICS products and services and which maintains a web site with a hyperlink to access eStatus™ Software provided by FICS.
- C. "End User" means any person or entity, who has been authorized by the Loan Provider to access a loan or group of loans serviced by the Loan Provider and has agreed to be bound by the terms of the FICS Click Wrap Agreement.
- D. "eStatus™ Administrative Database" means the administrative database developed by FICS for use in maintaining records of information, including, but not limited to, Customer's Company Code, and the names, passwords, loan numbers, and social security, tax identification, or other identifying number of End Users having registered to use eStatus Connect®.
- E. "eStatus™ Mobile" means the online mobile application made available by FICS for use with smart phones and other approved portable devices (such eStatus™ Mobile available for purchase through online application stores).
- F. "eStatus Connect®" means that certain eStatus™ Software, including eStatus™ Mobile and eStatus™ Administrative Database, developed by and belonging to FICS which allows the Loan Provider to provide Services to the End User including any modifications or enhancements, and documentation, including any online documentation.
- G. "Services" means execution of eStatus™ Software to retrieve data from the Mortgage Servicer® database, which is maintained by the Loan Provider, and display such data to the End User either on this web site of the World Wide Web that is accessible via a hyperlink from the Loan Provider's web site or through an approved mobile device, and execution of eStatus™ Administrative Database software to maintain End User information, including registration information such as a username and password.
- H. "Mortgage Servicer®" means the software and database licensed for use from FICS to the Loan Provider to enable mortgage servicing functionality for the Loan Provider.

**2. License.** This agreement grants to you a limited, non-transferable, non-assignable, and non-exclusive license to use the Services provided by eStatus™ Software via this web site that is accessible via a hyperlink from the Loan Provider's web site, or through an approved mobile device, subject to the terms and conditions of this agreement.

**3. Restrictions.** You shall not (and you shall not attempt to): (1) access the Services in any manner other than via a direct hyperlink from the Loan Provider's web site or through eStatus™ Mobile (after accepting the terms of this FICS Click Wrap Agreement); (2) convey, without the prior written consent of FICS, any information to any third party that would enable such third party to access or provide access to the Services, such information including, without limitation, any password and IP Address for accessing the Services; (3) sabotage, destroy, hinder, or alter in any way the Services provided by Loan Provider, including the software executed to perform such Services; and (4) copy, revise, reverse engineer, decompile, or disassemble the software executed to perform such Services in whole or in part or permit any third party to attempt to do the same. Violation of any of the restrictions set forth in this Section 3 by you shall result in immediate termination of the license granted in Section 2 above.

**4. Term.** The license is effective until any of the following occur: (1) FICS, at FICS' sole discretion, terminates the license for any reason or no reason at all, (2) FICS stops providing eStatus Connect® for any reason or no reason at all, (3) the Loan Provider fails to maintain a direct hyperlink to the Services on the Loan Provider's web site, or (4) the End User fails to comply with any term or condition of this agreement, at which times the license shall terminate automatically.

**5. NO WARRANTIES. IT IS HEREBY EXPRESSLY UNDERSTOOD BY YOU THAT FICS IS PROVIDING SERVICES TO YOU WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY STATUTE OR OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ELECTRONIC SECURITY OR FREEDOM FROM VIRUSES. THE SOFTWARE USED IN PROVIDING THE SERVICES (I.E., ESTATUS CONNECT®) IS ALGORITHMIC IN NATURE; IT MERELY PERFORMS MATHEMATICAL ANALYSIS ON FIXED DATA RECEIVED BY IT FROM THE LOAN PROVIDER'S MORTGAGE SERVICER® DATABASE. ESTATUS CONNECT®'S OUTPUT, AND THE QUALITY THEREOF, RELIES ON THE CONTENT OF THE DATA INPUT TO IT, AND IS NOT A SUBSTITUTE FOR SELLING ADVICE OR ANY OTHER FORM OF HUMAN DECISION MAKING. FICS FURTHER MAKES NO WARRANTY AS TO THE SUCCESS OF ANY TRANSACTION FOR WHICH THE SERVICES MAY BE USED, OR SATISFACTION OF ANY USER WHO MAY RELY ON THE SERVICES, INCLUDING THE DATA OUTPUT BY ESTATUS CONNECT®. YOU RELY ON THE SERVICES, INCLUDING DATA OUTPUT BY SUCH SERVICES, EXPRESSLY AT YOUR OWN RISK. FICS IS NOT RESPONSIBLE**

**FOR ANY NONPERFORMANCE OF ITS SOFTWARE OR THE SERVICES PROVIDED THEREBY WHETHER CAUSED BY INOPERABILITY OF HARDWARE, OR FAILURE OF THE LOAN PROVIDER OR END USER TO OPERATE HARDWARE OR THE SOFTWARE REQUIRED FOR THE SERVICES IN ACCORDANCE WITH APPLICABLE ONLINE USER'S MANUALS, FAULT OF THE LOAN PROVIDER'S MORTGAGE SERVICER® DATABASE AND/OR DATA CONTAINED THEREIN, OR FAULT OF PROGRAMMING OR OTHER ERROR BY FICS OR BY ANY OTHER CAUSE WHATSOEVER.**

**6. NO LIABILITY FOR DAMAGES. IN NO EVENT SHALL FICS BE LIABLE FOR ANY DAMAGES OR CLAIMS WHATSOEVER, INCLUDING ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES AS A RESULT OF YOUR USE OF THE SERVICES OR FICS' PERFORMANCE OR BREACH OF THIS AGREEMENT HOWSOEVER CAUSED, EVEN IF FICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7. Title.

A. Ownership of Proprietary Rights: All right, title and interest in and to all copyright, trade secret, patent, trademark (including, without limitation, the trademarks "eStatus™" and eStatus Connect®) and other proprietary rights in and to all software and documentation provided by FICS to Loan Provider to perform the Services for the End User, including eStatus Connect®, as well as any further modifications, enhancements, upgrades, point releases and derivative works of and to such software and documentation and all physical embodiments of same shall at all times belong to, vest and remain vested in FICS. End User agrees that it shall be a material breach of this agreement for End User to contest or dispute such ownership by FICS in any way.

B. Trademarks and Trade Names: No right is granted hereunder for End User to use any trademark (including without limitation the trademarks "eStatus™" and eStatus Connect®) or trade name of FICS.

8. Privacy. FICS maintains an information security program to protect any nonpublic personal information to which it may have access to by virtue of this agreement. To the extent FICS does have access to nonpublic personal information, use of such is limited to use necessary to carry out its obligations hereunder.

9. Governing Law. This agreement shall be governed by the laws of the State of Texas. All disputes hereunder shall be resolved in the applicable state or federal courts of Texas. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

10. Waiver. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this agreement.

11. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this agreement.

12. Use of eStatus™ Mobile. If you have downloaded eStatus™ Mobile from an online mobile application store (i.e. iTunes, GooglePlay, etc.) (the "Mobile App Store"), you agree to the terms of this Section 12. Specifically, you acknowledge that the limited license granted for use of eStatus™ Mobile is between you and FICS and not the Mobile App Store. However, if there is any failure of eStatus™ Mobile to conform to the warranties set forth in this agreement, and if you paid any purchase price for eStatus™ Mobile, you may contact the Mobile App Store to receive a refund of any purchase price paid for eStatus™ Mobile. You agree that the Mobile App Store will have no liability or responsibility for claims, if any, relating to your use of eStatus™ Mobile (including, without limitation, intellectual property infringement claims), all such claims to be limited to FICS pursuant to the terms and conditions of this agreement. You will look solely to FICS for any maintenance and support services, if any, relating to eStatus™ Mobile, and not the Mobile App Store. All questions, complaints, or claims relating to eStatus™ Mobile must be directed to FICS at [eSolutions@FICS.com](mailto:eSolutions@FICS.com). Notwithstanding the preceding, the Mobile App Store is an intended third party beneficiary to this agreement and the Mobile App Store may enforce this agreement directly against you.

13. No Terrorist Relationship. Through your acceptance of this agreement, you represent and warrant that: (i) you are not located in any country that is subject to a U.S. Government embargo or that has been described by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**14. ENTIRE AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND FICS AND SUPERSEDES ALL PREVIOUS AGREEMENTS REGARDING ESTATUS CONNECT® AND/OR SERVICES PROVIDED THEREBY, WHETHER ORAL OR WRITTEN. FURTHERMORE, UPON NOTICE PUBLISHED ON-LINE, FICS MAY AT FICS' SOLE DISCRETION MODIFY THESE TERMS AND CONDITIONS, AS WELL AS CHANGE OR DISCONTINUE ESTATUS CONNECT®.**

**Member Signature:** \_\_\_\_\_

*Retain a copy for your records*

**Date:** \_\_\_\_\_

**Employee Accepting Form (REQUIRED):** \_\_\_\_\_

*Provide a copy of completed form, with disclosure information, to Member*

**Teller #:** \_\_\_\_\_