

Organization Name: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

MSUFCU Positive Pay Requested Services: ☐ ACH  
☐ Check

## MSUFCU Positive Pay Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (the "Organization") and Michigan State University Federal Credit Union (the "Credit Union"). In consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. In order to participate in MSUFCU Positive Pay, the Organization must have at least one Credit Union checking account. If you are enrolled in MSUFCU Positive Pay with another person or persons, at least one person must have full signing authority on the account(s) listed on the agreement. A responsible individual listed on the account must sign the MSUFCU Positive Pay Agreement. If there is any change in ownership or signing authority on any of the account(s), notification must be provided to the Credit Union within five business days. By signing this agreement, the account holder(s) gives authority for other authorized users listed below to have the specified access and privileges to MSUFCU Positive Pay on the account(s) specifically designated to which this agreement applies.
2. It is not required that you have any type of account software to utilize the MSUFCU Positive Pay service. If you do have a software that will create a Positive Pay file, we ask that you provide us a test file created by your software to ensure the format is compatible. This will be done during the implementation process.
3. The MSUFCU Positive Pay Issue File must be uploaded or manually entered into the Credit Union's system 24 hours before disbursing checks. Issue Files can be uploaded or manually entered into our system on a monthly, weekly, daily or as-needed basis.
4. All ACH and check payments will be posted to the account(s) listed in MSUFCU Positive Pay. If an item is considered to be an Exception item, as defined below, and it is determined that the item will need to be returned, a credit will be posted after the MSUFCU Positive Pay Exception items have been reviewed.
  - a. All checks will post each business day at approximately 7:00 p.m. EST and the Organization has until 2:00 p.m. EST the next business day to review and make a decision on the Exception item(s).
  - b. ACH items post at three separate times each business day: at approximately 5:00 a.m., noon, and 4:00 p.m. EST. All Exception items from the 5:00 a.m. and noon EST postings need to be reviewed by the Organization prior to 2:00 p.m. EST on the same business day. All Exception items from the 4:00 p.m. EST post need to be reviewed by 2:00 p.m. EST the next business day.
  - c. In the event an Exception item is not reviewed, the ACH or check item(s) will automatically remain paid in your account.
5. You agree to waive and release any claims against the Credit Union arising in any way that may be related to MSUFCU Positive Pay, except for those claims resulting solely from the negligent acts or omissions of the Credit Union. You are solely responsible for any loss or fees assessed for any returned item due to use of this account by any authorized user.
6. MSUFCU Positive Pay verifies your file(s) against any ACH and check items being presented to the Credit Union for payment. Any item presented to the Credit Union for payment that does not match the received MSUFCU Positive Pay file will be considered an Exception item. The following sets forth the definition of an Exception item:
  - a. MSUFCU Positive Pay Check Exceptions — If the Organization elects to participate in the MSUFCU Positive Pay service, a daily report showing any "Exception items" will be available to the Organization on the MSUFCU Positive Pay system. An item will be noted as an Exception item if a check is presented and:
    - i. is not found in the Issue File
    - ii. is a duplicate of a previously paid item
    - iii. the check is listed in the Issue File with a Stop Payment status

- iv. the check is listed with a Void status in the Issue File
  - v. has a different dollar amount than is shown in the Issue File
  - vi. does not have a check number
  - vii. the account it is presented against is in a dormant status
- b. MSUFCU Positive Pay ACH Exceptions — If the Organization elects to participate in the MSUFCU Positive Pay service, a daily report showing any “Exception items” will be available to the Organization on the MSUFCU Positive Pay system. An item will be noted as an Exception Item if an ACH is presented and :
- i. is not found within the parameters set
  - ii. is a duplicate of a previously paid item
  - iii. the ACH is listed in the system with a Stop Payment status
  - iv. has a different dollar amount other than is what has been approved
  - v. the account it is presented against is in a dormant status
- c. ACH and check “Exception items” not reviewed prior to the 2:00 p.m. EST cutoff time the same business day will remain paid.
7. MSUFCU Positive Pay applies only to checks issued by the Organization from the account(s) specifically designated for the MSUFCU Positive Pay services and only to checks that are presented for payment to the Credit Union through the normal interbank clearing process. The Organization must provide, and keep up to date, an Issue File of checks issued by the Organization on the MSUFCU Positive Pay System, including the check number issue date and the exact dollar amount. Checks not included on an Issue File in a timely manner or presented prior to being uploaded to the MSUFCU Positive Pay System will be treated as Exception items if presented for payment before they are posted on the MSUFCU Positive Pay system.
8. MSUFCU Positive Pay applies only to ACH items authorized by the Organization from account(s) specifically designated for the MSUFCU Positive Pay service and only to ACH items that are presented for payment to the Credit Union through the normal ACH Network clearing process. The Organization may set parameters for ACH items, including: whitelisting, dollar amount restrictions and auto returns. ACH items that do not meet any of the parameters set by the Organization will be treated as Exception items if presented for payment before they are posted on the MSUFCU Positive Pay system.
9. Termination — Either the Credit Union or the Organization may terminate this agreement at any time upon a 30-day written notice to the other. Upon termination, the Credit Union shall have no further obligation to perform MSUFCU Positive Pay services or to notify the Organization of any Exceptions items, including those pertaining to ACH or check items added to the Issue File prior to the effective termination date.
10. **Account Number Structure** — The Credit Union is not responsible for any ACH items or checks that are presented without the proper account number structures. Failure to ensure the proper account number structures can result in automatic returns.
11. **Fees/Rules** — The Credit Union has the right to change the fees for the MSUFCU Positive Pay Service upon written notice to the Organization. In addition, the Credit Union has the right to amend these rules, providing the Organization with a copy of the amended rules in accordance with the fee schedule attached.
12. **Liability** — To the extent applicable, the liability provisions of the Uniform Commercial Code (UCC) as enacted in Michigan shall govern this agreement, except as provided below:

**Wrongful Honor.** The Organization issued a “Return” decision or the Organization did not review exceptions by the cutoff and the Credit Union processed as “Pay.” In the event that there is a wrongful honor: (1) The Credit Union shall be liable to the Organization for the lesser of the amount of the wrongfully paid Exception item or the Organization’s actual damages resulting from the Credit Union’s payment (2) The Organization is liable for the amount of the wrongfully honored Exception item on the grounds that the Exception item was properly payable under UCC section 4-401, (3) The Credit Union retains the right to assert the Organization’s failure to exercise reasonable care under UCC sections 3-406(b) and 4-406(c), (4) The Credit Union retains the right to assert the defense that the Organization has sustained no actual damages because the Credit Union’s honor of the Exception item discharged for value an indebtedness of the Organization.

By signing below, you are agreeing to all the terms and conditions set forth in this Agreement.


### Organization Authorization

Organization Name			
Mailing Address	City	State	ZIP
Organization Phone Number	Mobile Phone Number	Date	
Name and Title of Representative	Signature		

### Michigan State University Federal Credit Union

Company Name <b>Michigan State University Federal Credit Union</b>			
Mailing Address <b>3777 West Road</b>	City <b>East Lansing</b>	State <b>MI</b>	ZIP <b>48823</b>
Company Phone Number <b>517-333-2424 x4848</b>	Date		
Name and Title of Representative	Signature		



Continue 

Organization Name: \_\_\_\_\_

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



## Authorized MSUFCU Positive Pay User Access

### Authorized User 1

<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Remove	Printed Name		Title
	Email Address	Phone Number	Signature

#### MSUFCU Positive Pay Access

Upload or manually enter MSUFCU Positive Pay check file	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Set ACH parameters to automatically post / return	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Review and make decision on MSUFCU Positive Pay Exceptions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receive notifications	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Method of communication	<input type="checkbox"/> Email	<input type="checkbox"/> Text — fees may apply
Email address _____	Mobile phone _____	

### Authorized User 2

<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Remove	Printed Name		Title
	Email Address	Phone Number	Signature

#### MSUFCU Positive Pay Access

Upload or manually enter MSUFCU Positive Pay check file	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Set ACH parameters to automatically post / return	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Review and make decision on MSUFCU Positive Pay Exceptions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receive notifications	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Method of communication	<input type="checkbox"/> Email	<input type="checkbox"/> Text — fees may apply
Email address _____	Mobile phone _____	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date