



Automated Clearing House (ACH) Rules for Originators – Trinidad and Tobago

Definitions

Credit entries/instruments (also called “Direct Credits”) allow for the disbursement of domestic currency payments only (except where industry rules allow for foreign currency) within the country to individuals or businesses for purposes such as but not limited to: payroll/salaries credits, direct pay, vendor payments, employee benefit payments, travel and entertainment expense payments, dividend payments, pension payments, third party payments, annuities and/or other miscellaneous credits/payments.

Debit entries/instruments (also called “Direct Debits”) including but not limited to miscellaneous debits, allow businesses to collect recurring, periodic, fixed or variable receivables in domestic currency only (except where industry rules allow for foreign currency) within the country from their consumer and/or business customers or other debtors.

“Business Day” means any day, other than Saturday, Sunday, public holiday, statutory holiday, or a bank holiday or other day on which the Bank is not open.

“Customer” means the Person who enters this Agreement or who is enrolled in, authorized for, or uses any of the ACH Services, including the Person's representatives.

“NACHA” means the National Automated Clearing House Association of the United States of America.

“NACHA File Format Specifications” means the standards and requirements, as published by the NACHA from time to time, for the organization and exchange of financial data between an Originating Participant and a Receiving Participant. This file format may be modified by the ACH Operator.

“Originator” means a person who has authorized an Originating Participant to send an entry to a Receiver's account.

“Originating Participant” means a System Participant that originates an EFT transaction to be sent to a Receiving Participant. “Originator” means a person that has authorized an Originating Participant to send an item for the account of that Person.

“Person” means an individual or natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or regulatory authority and pronouns have a similar extended meaning.

“Receiving Participant” means a System Participant that receives an EFT transaction from an Originating Participant.

“Receiver” means a person that has authorized an Originator to initiate an item to the Receiver's account. The Receiver may be a credit receiver where funds should be credited to this Receiver's account or debit receiver where funds should be debited to this Receiver's account.

“System Participant” means an approved party who participates in a funds transfer system or settlement system managed by the ACH Operator.

ACH Operator

The ACH Operator shall mean The Trinidad and Tobago Inter-bank Payments System (TTIPS).

ACH Services – Currency and Markets

The ACH Operator allows for transactions in Trinidad and Tobago Dollars (TTD) only, within Trinidad and Tobago only.

Prerequisites for Submission of EFT (Credit and Debit Transactions) for Processing Originator Authorization and Agreement

Before submission of credit and debit EFTs to the Bank, the Customer or Originator shall ensure the following:

- (a) The Originator has authorized the Bank to transmit, and to credit or debit the amount of, one or more entries to the Receiver's Account;
- (b) For all entries, the Originator acts in accordance with these Rules and has agreed to be bound by these Rules as in effect from time to time and acknowledges that entries may not be initiated that violate the laws of The Republic of Trinidad and Tobago and the Originator has entered into an this agreement under which the Originator has assumed the responsibilities of an Originator under these Rules.

Debit Receiver Authorization and Agreement

- (a) The Receiver has authorized the Originator to initiate the entry to the Receiver's Account;

- (b) The Receiver has an agreement with the Originator where the Receiver authorizes debit entries to the Receiver's account and the Receiver has an agreement with the Originator under which the Receiver has agreed to be bound by the Rules as in effect from time to time (which agreement shall be in writing where the account to be debited is a commercial account);
- (c) For debit entries, the authorization shall be in writing and shall be signed or similarly authenticated by the Receiver and the Receiver's Bankers;
- (d) The authorization process shall evidence both the Debit Receiver's identity and assent to the authorization.

Written Electronic Authorization

To meet the requirement that an authorization be in writing, an electronic authorization must be able to be displayed on a computer screen or other visual display that enables the Receiver to read the communication. The authorization also must be readily identifiable as an authorization, must clearly and conspicuously state its terms, and, for all entries, the authorization must provide that the Receiver may revoke the authorization only by notifying the Originator in the manner specified in the authorization.

Credit Receiver Authorization and Agreement

In the case of credit entries, the authorization may be provided orally or by other non-written means.

Exception to Authorization Requirement

If both the Originator and Receiver are natural persons (non-corporate or business entities), no authorization by the Receiver is required for credit entries, and no warranty with respect to that authorization is made by the Bank.

Notice by the Bank or Originating Financial Institution or System Participant

In the case of a debit or credit entry, the Bank shall have provided the Originator with notice of the following:

- (1) The entry may be transmitted through via TTIPS;
- (2) The rights and obligations of the Originator concerning the entry shall be governed by and construed in accordance with the laws of Trinidad and Tobago;
- (3) This notice may be included as part of an agreement entered into by the Originator binding the Originator to these Rules, or it may be provided to the Originator separately.

Notice by Receiving System Participant

In the case of a credit entry, the Receiving System Participant has provided the Receiver with notice of the following information:

- (1) The entry may be transmitted via TTIPS.
- (2) The rights and obligations of the Receiver concerning the entry shall be governed by and construed in accordance with the laws of Trinidad and Tobago.
- (3) These Rules do not require the receiving System Participant to provide the Receiver with notice that the receiving System Participant has received the entry unless the receiving System Participant has agreed to do so.
- (4) This notice may be included as part of an agreement entered into by the Receiver.

Notice to be Given to Receiver where Credit Entry Made

Unless the Receiving Participant agrees to provide the Receiver with notice that it has received an entry it shall be under no obligation to provide such notice.

Transaction Value Limit

Each entry or individual transaction submitted by the Originator shall be less than \$500,000.00 and greater than \$0, in accordance with the transaction value threshold for an ACH, as determined by the Central Bank of Trinidad and Tobago.

Timeliness of Entries

Each credit entry is timely, and each debit entry is for an amount which on the settlement date will be due and owing to the Originator from the Receiver, is for a sum specified by the Receiver to be paid to the Originator, or is to correct a previously transmitted erroneous credit entry.

Compliance with Other Requirements

All other applicable requirements for Prerequisites to Origination of EFTs, concerning the authorization and entry have been satisfied, the entry has not been reinitiated and the entry otherwise complies with these Rules.

Revocation of Authorization

At the time the entry is transmitted to the ACH Operator, the Originator's authorization has not been revoked, the agreement between the Originating Participant and the Originator concerning the entry has not been terminated, and neither the Originating Participant, nor the Originator has actual knowledge of the revocation of the Receiver's authorization or of the termination of the arrangement between the Receiving Participant and the Receiver concerning the entry.

Termination of Authorization by Operation of Law

At the time the entry is processed by a Receiving Participant, the authorization for that entry has not been terminated, in whole or in part, by operation of law. This subsection shall not apply if the Receiving Participant has actual knowledge of the circumstances giving rise to such termination at the time it processes the entry and the Originating Participant does not have such actual knowledge.

Verification of Identity of an Originator or Third-Party Sender

The Originating Participant has utilised a commercially reasonable method to establish the identity of each Originator or Third-Party Sender.

Transmittal of Required Information

Each entry exchanged or traversing the ACH network contains the correct Receiver account number, routing number, Addenda Record, and all other information necessary to enable the Receiving Participant to comply with the requirements related to periodic statements except for information within the purview of the Receiving Participant's relationship with the Receiver. Information transmitted with an entry is payment related and conforms to the requirements of for TTIPS record format specifications.

TTIPS Routing Numbers

Each Financial Institution participating in the TTIPS network is assigned a unique routing number as follows. This number provides a variety of data in order to indicate where the transactions are originated and received. As well, this number provides the necessary information for settlement purposes.

Each routing number consists of the following sequence of numbers:

- AA BB CCCC D (AABBCCCD) for a total of 9 digits.

This can be further described as:

- AA – The Processing district – currently Trinidad and Tobago only
- BB – The currency indicator – Currently TTD Only
- CCCC – The unique number assigned to each FI in the network. This number is representative of the existing unique bank number preceded with one '0'.
- D – The checksum digit for each Routing number.

The Routing numbers are as follows:

Institution	Routing No.
ACH Operator	010199998
Bank of Baroda (Trinidad & Tobago) Limited	010100107
Central Bank of Trinidad and Tobago	010100110
Citibank (Trinidad & Tobago) Limited	010100055
First Citizens Bank Limited	010100013
FirstCaribbean International Bank (Trinidad and Tobago) Limited	010100602
JMMB Bank (Trinidad & Tobago) Limited	010100505
RBC Royal Bank (Trinidad & Tobago) Limited	010100039
Republic Bank Limited	010100903
Scotiabank Trinidad & Tobago Limited	010100026

Reversing Entries – General Rule

An Originator may initiate an entry (referred to as a “reversing entry”) to correct an erroneous credit or debit entry previously initiated to a Receiver's account. The reversing entry must be transmitted to the ACH Operator in such time as to be transmitted by the Receiving Participant or made available to the Receiving Participant by midnight of the second banking day following the settlement date of the erroneous entry. For this section only, an erroneous entry is defined as an entry that: is a duplicate of an entry previously initiated by the Originator or Originating Participant; orders payment to or from a Receiver not intended to be credited or debited by the Originator; or orders payment in a dollar amount different than was intended by the Originator. The Originator must notify the Receiver of the reversing entry and the reason for the reversing entry no later than the settlement date of the reversing entry.

Reinitiating Returned Entries by Originators

An entry that has been returned may not be reinitiated unless:

- The entry has been returned for insufficient or uncollected funds;
- The entry has been returned for stopped payment and reinitiating has been authorized by the Receiver, or the Originating Participant has taken corrective action to remedy the reason for the return.
- An entry that has been returned for insufficient or uncollected funds may be reinitiated no more than two times following the return of the original entry; and the entry is reinitiated within 180 days after the settlement date of the original entry.

- An ACH credit entry may not be re-initiated if the effective date of the re-initiated entry exceeds thirty (30) banking days from the date of the original transaction.
- An ACH debit entry may not be re-initiated if the effective date of the re-initiated entry exceeds ten (10) banking days from the original transaction.
- Dishonored return entries are to be sent within ten (10) business days of receipt of the original return entry.
- Contested dishonored return entries are to be sent within ten (10) business days of receipt of dishonored return entry.

General Rule for Reversing Files

If an Originator, the Bank or the ACH Operator, have mistakenly initiated a duplicate file or a file in which each entry or each entry in one or more batches contains erroneous data, and no right to recall those entries otherwise exists under these Rules, the Originator, Originating participant, or ACH Operator, may initiate a file of entries referred to as a "reversing file" in accordance with NACHA Standards as modified by the ACH Operator to reverse each entry of the duplicate or erroneous file or batch(es).

Time Limits for Initiating a Reversing File

- (1) The Originating Participant or ACH Operator may initiate a reversing file in such time as to be available to the Receiving Participant within twenty-four hours of discovery of the duplication or error by no later than two (2) business day after the processing date of the duplicate or erroneous file or batch(es).
- (2) Where a reversing file is initiated by an Originator, the file shall be transmitted to the Bank within twenty four hours of the discovery of the duplication or error but no later than one (1) business day after the settlement date.
- (3) Each Originator that initiates a reversing or correcting file shall indemnify the Bank and every Receiving Participant from and against any and all claim, demand, loss, damages, liability, or expense, including legal fees and costs, that result directly or indirectly from the debiting or crediting of:
 - (a) Any entry in the file to the Receiver's account initiated by an Originator and
 - (b) Any entry contained in a reversing or correcting file initiated by an Originator.
- (4) The Bank is not obligated to accept a reversing or correcting file, where the two (2) day reversing file timeframe has expired. In extenuating circumstances, the Bank in its sole discretion may attempt to submit the reversing or correcting files for processing, on the express understanding that Receiving Participants, including the Bank also acting as a Receiving participant, are under no obligation to accept files and/or individual transactions, particularly where funds are no longer available or Receiver's account status have changed.

General Rule for Reversing Entries or Rejected Items

- (1) An Originator may initiate an entry referred to as a "reversing entry" to correct an erroneous credit or debit entry previously initiated to a Receiver's account within twenty four (24) hours of the discovery of the erroneous entry.
- (2) The Bank/Originating Participant shall make reasonable efforts to transmit a reversing entry or rejected item to the ACH Operator in such time as to be transmitted by the Receiving Participant or made available to the Receiving Participant within two (2) Business Days of the settlement date of the erroneous entry.
- (3) The Originator shall notify the Receiver of the reversing entry and the reason for the reversing entry no later than the settlement date of the reversing entry.
- (4) In this rule, an "erroneous entry" means an entry that
 - (a) Is a duplicate of an entry previously initiated by the Originator or Originating Participant;
 - (b) Orders the payment to or from a Receiver not intended to be credited or debited by the Originator; or
 - (c) Orders the payment in a dollar amount different from that which was intended by the Originator.

Right to Return Entries

Except as otherwise provided for in Restrictions on Right to Return, a Receiving Participant may return an entry for any reason, provided it uses an appropriate Return Reason Code. If no appropriate Return Reason Code is specified the Receiving Participant may use a code which most closely approximates the reason for return.

Return Reason Codes

Codes to Be Used by the Receiving Participant for return entries.

- R01 Insufficient Funds – The available and/or cash reserve balance is not sufficient to cover the dollar value of the debit entry.
- R02 Account Closed – A previously active account has been closed by action of the customer or the Receiving Participant.
- R03 No Account/Unable to Locate Account – The account number structure is valid and it passes the check digit validation, but the account number does not correspond to the individual identified in the entry, or the account number designated is not an existing account.
- R04 Invalid Account Number – The account number structure is not valid. The entry may fail the check digit validation or may contain an incorrect number of digits.

- R05 Unauthorized Debit to Consumer Account Using Corporate SEC Code (adjustment entries) – A debit entry was transmitted to an Account of the Receiver and was not authorized by the Receiver. The Receiver must provide the Receiving Bank with a statutory declaration, that the debit entry was not authorized by the Receiver. For purposes of this code and related Operating Rules provisions, a debit entry was not authorized by a Receiver if:
 - Receiver Authorization and Agreement have not been met;
 - The debit entry was initiated in an amount greater than that authorized by the Receiver; or
 - The debit entry was initiated for settlement earlier than authorized by the Receiver.
- R06 Returned per Originating Participant Request – The Originating Participant has requested that the Receiving Participant return the ACH entry.
- R07 Authorization Revoked by Customer (adjustment entries) – The Receiver has revoked the authorization previously provided to the Originator for this particular transaction. The Receiver may request immediate credit from the Receiving Participant for an unauthorized debit. The request must be made in writing within forty five (45) days after the Receiving Participant sends or makes available to the Receiver information pertaining to that debit entry. The Receiver must also provide the Receiving Participant with a statutory declaration that the authorization for the debit entry has been revoked by the Receiver. The Receiving Participant must return the rescinded transaction to its ACH Operator by its deposit deadline for the adjustment entry to be made available to the Originating Participant no later than the opening of business on the banking day following the sixtieth calendar day following the settlement date of the original entry.
- R08 Payment Stopped – The Receiver of a debit transaction has the right to stop payment on any specific ACH debit. A stop payment order shall remain in effect until the earliest of the following occurs: a lapse of six months from the date of the stop payment order, payment of the debit entry has been stopped, or the Receiver withdraws the stop payment order.
- R10 Customer Advises Not Authorized, Notice Not Provided, Improper Source Document, or Amount of Entry Not Accurately Obtained from Source Document (adjustment entries) – For entries to Consumer Account that the Originator of a given transaction has not been authorized to debit his account, the Receiver may request immediate credit from the Receiving Participant for an unauthorized debit. The request must be made in writing within fifteen (15) days after the Receiving Participant sends or makes available to the Receiver information pertaining to that debit entry.

The Receiver must also provide the Receiving Participant with a statutory declaration, that the debit entry was not authorized by the Receiver if:

- Receiver Authorization and Agreement have not been met;
- The debit entry was initiated in an amount greater than that authorized by the Receiver; or
- The debit entry was initiated for settlement earlier than authorized by the Receiver.

An unauthorized debit entry does not include a debit entry initiated with fraudulent intent by the Receiver or any person acting in concert with the Receiver. The Receiving Participant must return the rescinded transaction to its ACH Operator by its deposit deadline for the adjustment entry to be made available to the Originating Participant no later than the opening of business on the banking day following the sixtieth calendar day following the settlement date of the original entry.

- R14 Representative Payee Deceased or Unable to Continue in that Capacity – The representative payee is a person or institution authorized to accept entries on behalf of one or more other persons, such as legally incapacitated adults or minor children. The representative payee is either deceased or unable to continue in that capacity. The beneficiary is not deceased.
- R15 Beneficiary or Account Holder (Other Than a Representative Payee) Deceased – (1) The beneficiary is the person entitled to the benefits and is deceased. The beneficiary may or may not be the account holder; or (2) The account holder (acting in a non-representative payee capacity) is an owner of the account and is deceased.
- R16 Account Frozen – Access to the account is restricted due to specific action taken by the Receiving Participant or by legal action.
- R20 Non-Transaction Account – The ACH entry destined for a non-transaction account and/ or an account against which transactions are prohibited or limited (e.g. debit to a loan, credit to a fixed deposit during the term of contract, closed accounts, etc).
- R23 Credit Entry Refused by Receiver – The Receiver may return a credit entry because one of the following conditions exists:
 - (1) A minimum amount required by the Receiver has not been remitted;
 - (2) The exact amount required has not been remitted;
 - (3) The account is subject to litigation and the Receiver will not accept the transaction;
 - (4) Acceptance of the transaction results in an overpayment;
 - (5) The Originator is not known by the Receiver; or
 - (6) The Receiver has not authorized this credit entry to this account.
- R24 Duplicate Entry – The Receiving Participant has received what appears to be a duplicate entry.
- R29 Corporate Customer Advises Not Authorized – The Receiving Participant has been notified by the Receiver (non-consumer) that a specific transaction has not been authorized by the Receiver.
- R61 Misrouted Return
- R67 Duplicate Return
- R68 Untimely Return – The return entry has not been sent within the timeframe established by these Rules.
- R69 Field Error
- R70 Permissible Return Entry Not Accepted/Return Not Requested by Originating Participant
- R72 Untimely Dishonoured Return – The dishonoured return entry has not been sent within the designated timeframe.
- R73 Timely Original Return
- R74 Corrected Return

- R75 Original Return Not a Duplicate
- R76 No Errors Found – The original return entry did not contain the errors indicated by the Originating Participant.

Requirements of Returns

Each return entry must comply with the requirements for return entries. Each return entry must be received by the ACH Operator within two banking days after settlement date and be made available to the Originating Participant no later than the close of business on the second banking day following the settlement date of the original entry. For purposes of the preceding sentence, the term second banking day shall refer to the second banking day of the ACH Operator, and the term settlement date of the original entry shall refer to the settlement date of the original entry that is being returned. A return entry which is rejected by the ACH Operator does not meet or extend the deadline contained in this section.

Restrictions on Right to Return

A Receiving Participant may not return an entry because it is a credit or debit entry or is a particular type of credit or debit entry. A Receiving Participant may, however, return any debit entry or any entry received that concerns any account that is not a “transaction account” maintained with that Receiving Participant.

Credit Entries Returned by Receiver

A Receiving Participant may return any credit entry that is returned to it by a Receiver. The Receiving Participant must transmit the return entry to the ACH Operator by midday – 12:00 noon – of the banking day following the banking day of receipt by Receiving Participant the from the Receiver.

Return of Unposted Credit Entries

An Receiving Participant must return all credit entries that are not credited or otherwise made available to its Receivers' accounts by midday – 12:00 noon of the banking day following the settlement date.

Re-initiation of Return Entries by the Originating Participant

An entry that has been returned may not be reinitiated unless:

- The entry has been returned for insufficient or uncollected funds;
- The entry has been returned for stopped payment and reinitiation has been authorized by the Receiver; or
- The Originating Participant has taken corrective action to remedy the reason for the return.

An entry that has been returned for insufficient or uncollected funds may be reinitiated no more than two times following the return of the original entry; and the entry is reinitiated within 180 days after the settlement date of the original entry.

Dishonour of Return by the Originating Participant

An Originating Participant may dishonour a return entry

- If it can substantiate that the Receiving Participant failed to return the entry within the time limits established by these Rules, thus causing either the Originating Participant or Originator to suffer a loss; or
- If the return entry contains incorrect information, does not include all information required for return entries, or otherwise fails to comply with such requirements.

To dishonor a return entry, the Originating Participant must transmit a dishonored return entry to its ACH Operator within two (2) banking days after the settlement date of the return entry.

Format Specification Requirements

The Originator shall comply with the requirements of the appropriate NACHA standard entry class code as advised by the Bank and specified by the ACH Operator.

Notice by Originator of Change in Amount

Where the amount of a debit entry to be debited to a Receiver's account differs from:

- The amount of the immediately preceding debit entry relating to the same authorization; or
- A preauthorized amount.

The Originator shall send the Receiver a written notification of the revised amount of the entry and the date on which the entry will be debited and recurrent periods thereafter, at least ten (10) calendar days prior to the date on which the first revised entry is scheduled to be initiated.

Receiver May Elect to Receive Notice

Where an Originator informs the Receiver of his right to receive notification concerning a change in the amount of a debit entry, a Receiver may choose to receive notice only where:

- The amount of the entry falls outside a specified range; or
- The entry differs from the most recent entry by more than an agreed upon amount.

Notice by Originator of Change in Scheduled Debiting Date

- (1) Where an Originator changes the date on or after which entries are scheduled to be debited to a Receiver's account, the Originator shall send to the Receiver written notification of the new date.
- (2) The notification in (1) above shall be sent not less than seven (7) calendar days before the first entry to be affected by the change is scheduled to be debited to the Receiver's account.
- (3) For the purposes of (1) above, variation in debiting dates due to Saturdays, Sundays, or non-Business Days are not considered to be changes in the scheduled dates.

Originator to Provide Copy of Debit Authorization

An Originator must provide each Receiver with an electronic or hard copy of the Receiver's authorization for all debit entries to be initiated to the Receiver's account. An Originator is required to utilize the Bank approved debit authorization template in electronic or hard copy and this must be signed and duly authorized by the Receiver and validated by the Receiver's bankers for all debit entries to be initiated to the Receiver's account. Should the Originator opt to utilize another authorization form other than the Bank approved debit authorization template, this must be approved by the Bank before this is provided to Receivers.

Retention of the Record of Authorization

- (1) An Originator shall retain the original or electronic copy, where this electronic copy is legally acceptable, of each authorization of a Receiver from initiation of the debit arrangement and for a minimum of two years from the termination or revocation of the authorization.
- (2) At the request of the Bank/Originating Participant to the Originator – the Originator shall provide the original or a copy of the authorization within five (5) Business Days to the Bank/Originating Participant for its use or for the use of the Receiving Participant (Receiver's Bank) requesting the information.

Record of Entry

Each System Participant must retain records of all entries, including return and adjustment entries, transmitted from or to the ACH Operator. These records must be retained for six (6) years from the date the entry was transmitted. The System Participant must, if requested by its customer, or any other Participant or the ACH Operator, provide the requester with a printout or reproduction of the information relating to the entry. A Participant may impose a reasonable charge for the provision of such information.

Record Retention

Any agreement, authorization, statutory declaration, or other record required by these rules may be retained as an electronic record that:

- (a) Accurately reflects the information in the record; and
- (b) Is capable of being accurately reproduced for later reference, whether by transmission, printing, or otherwise.

Electronic Records Permitted

Any agreement, authorization, statutory declaration, or other record required by these rules to be in writing may instead be in electronic form. Any record that is required to be signed or similarly authenticated may be signed with an electronic signature or previously authorized in a manner that evidences the identity of the person who signed and that person's assent to the terms of the record.

Obligations of Originators of Internet-Initiated Entries

- Fraud Detection Systems – Each Originator originating internet-initiated entries must employ a commercially reasonable fraudulent transaction detection system to screen each entry.
- Verification of Routing Numbers – Each Originator that originates such entries must use commercially reasonable procedures to verify that routing numbers are valid.
- Verification of Receiver's Identity – Each Originator that originates such entries must employ commercially reasonable methods of authentication to verify the identity of the Receiver.
- Annual Audit – Each Originator that originates such entries shall conduct or have conducted annual audits to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution.

Receiving Participant may rely on Account Numbers for Posting of Entries

Where the account number and the name of the Receiver contained in an entry do not relate to the same account, the Receiving Participant may rely solely on the account number contained in the entry for purposes of posting the entry to the Receiver's account.

Receiving Participant to make available Credit Entries to Receivers

Subject to its right to return or reject entries in accordance with these Rules, each Receiving Participant shall make reasonable efforts to apply the amount of each credit entry received from the ACH Operator at 2:00 p.m. available to the Receiver for withdrawal on the settlement date of the entry or by no later than the opening of business on the first Business Day following the settlement date. For purposes of the preceding sentence, opening of business is defined as of 9:00 a.m. or the time the Receiving Participant's teller facilities (including ATMs) are available for customer account withdrawals. Should The Customer not meet the Bank's Deadlines for submission of files as outlined in Schedule I, these items will be construed to be part of the following Business Day's work.

Period to Debit entries to a Receivers Account

A Receiving Participant shall not debit the amount of any entry to a Receiver's account prior to the designated settlement date of the entry, even if the effective entry date of the entry is different from the settlement date of the entry.

Rights of Receiver Upon Unauthorized Debit to its Account

A Receiver or other Person whose account is debited by an entry which is, in whole or in part, not authorized by such Person shall have rights, including the right to have the account re-credited.

Reimbursement of Receiving Participant

- (1) A credit entry given to the Receiver by the Receiving Participant is provisional until the Receiving Participant has received final settlement from the Originator's Bankers through the ACH Operator.
- (2) Where such settlement or payment is not received, the Receiving Participant is entitled to a refund from the Receiver of the amount credited, and the Originator is considered not to have paid the receiver the amount of the entry.

Periodic Statements

The Receiving Participant shall send or make available to its Receiver, information concerning each credit and debit entry to the account of the Receiver in accordance with the respective Participant's agreement with the Receiver.

Excused Delay

Processing delay beyond the time limits prescribed or permitted, is excused if the delay was caused by the interruption of communication, war, emergency conditions, or other circumstances beyond the control of the System Participants or the ACH Operator, provided it exercises such diligence as the circumstances require, and shall be effected only upon authorization by ACH Operator.

Notice to Receiver

A Receiving Participant is not required to notify a receiver of receipt of an entry to its account unless otherwise provided for in an agreement between the Receiving Participant and Receiver or required by law.

Release of Information

Each Receiving Participant agrees that the ACH Operator may release to the Central Bank information regarding the Receiving Participant entries transmitted to or by the Receiving Participant.

Rejection by The ACH Operator

If an entry or entry data received for processing does not meet the acceptance criteria defined by the NACHA Standards as modified by the ACH Operator, the ACH Operator shall reject the file containing the entry and notify the appropriate Originating Participant.