

Business Online Banking and eACH Setup Form

Company Name:	Company EIN:
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Administrator:	Social Security No.:
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Email Address:	Logon Name:
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Accounts for Online Banking:	;	;	;
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<input type="checkbox"/> New Company Setup	<input type="checkbox"/> Add Accounts	<input type="checkbox"/> Modify Current Settings
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Per Day ACH Limit: \$

	YES	NO
1. Does the customer wish to have the ability to set up out-going ACH?		
2. Does the customer wish to have the ability to set up in-coming ACH?		
3. Does the customer want dual control on ACH?		
Brief description of purpose (i.e. payroll with 5 employees, collect payments for rentals, etc.):		
4. Does the customer wish to have the ability to send e-wires?		
5. Does the customer want dual control on e-wires?		

I hereby authorize Territorial Bank of American Samoa to establish online banking for my company. I am an account owner or authorized signer and have the authority to make inquiries and effect transactions on each of my accounts. I accept the rules and conditions of Territorial Bank of American Samoa regarding eBanking and agree to abide by those rules. I have received and reviewed the Territorial Bank of American Samoa Online Banking Agreement and Company Sub-User and Cash Management Services Agreement. I agree to the contract and any amendments in its entirety.

X

Company Administrator's Signature and Date

(Bank Copy)



Business Online Banking and eACH Agreement/Setup Packet

Company Sub-user and Cash Management Services Agreement

This is the agreement for certain Territorial Bank of American Samoa cash management services and includes certain disclosures for electronic transfers and transactions. This agreement is in addition to and does not supersede other agreements between Territorial Bank of American Samoa and the Company, including but not limited to, checking, savings, and other deposit account agreements, any overdraft protection, loans, and line of credit agreements as each may be modified from time to time. If there is a conflict between the terms and conditions of this agreement and the one contained in the other agreements between Territorial Bank of American Samoa and the Company, this agreement will control.

The Company Administrator agrees to all terms and conditions of the Online Banking Agreement. If a Company Administrator chooses to set up a sub-user, the designated sub-users are also bound by the conditions of the Online Banking Agreement. It is the Company Administrator's responsibility to provide a copy of the agreement to designated sub-users and make them aware of its provisions. The Company Administrator is responsible for instructing the sub-user on use of the Online Banking and its cash management processing components. The Administrator is responsible for monitoring all transactions performed by designated sub-users. The Bank cannot set up sub-users for the Company. It is the Company Administrator's responsibility to set up appropriate security / access for the sub-user(s). The Administrator will determine what access level each sub-user will have; however, the Company Administrator cannot authorize a sub-user access greater than their own.

General Terms

In this agreement, "the Bank", refers to Territorial Bank of American Samoa, and its successors. "The Company", "you", or "your" refers to each person having an interest in an account or other relationship which is accessible through the Bank's cash management services and any person authorized with such access. The Bank's cash management services ("Services") means information, communication, and transactions provided to you by the Bank through any remote channel, including the Bank's website, including but not limited to the following: Account Information, Transfers, ACH Batch Originations, Stop Payments, research

requests and inquiries for account(s) established at Territorial Bank of American Samoa. Each time you use The Bank's Services or you permit any other person to use the Bank's Services, you are agreeing to the terms and conditions that the Bank has set out in this agreement, as amended, and each amendment thereto from time to time by the Bank. Each time you use the Bank's Services or you permit any other person to use the Bank's Services, you are agreeing to the provisions, terms, and conditions of any instructional material, which the Bank provides or makes available to you regarding the Services. Each time you use the Bank's Services, or you permit any other person to use the Bank's Services, you are acknowledging receipt and understanding of as well as agreement with this disclosure.

By signing this agreement, you acknowledge that you will not initiate any entries that violate the laws of the United States or applicable state law. Territorial Bank of American Samoa may from time to time request information from you to evaluate a continuation of the Service to be provided by the bank and/or adjustment of any limits set by the Agreement. Customer agrees to provide the requested financial information immediately upon request by the bank, in the form required by the bank. Customer authorized the bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or Service. Upon request by the bank, you hereby authorize the bank to enter your business premises for the purpose of ensuring that you are in compliance with this Agreement and you specifically authorize the bank to perform and audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that the bank shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate.

In addition, you hereby agree to allow the bank to review available reports of independent audits performed at your location related to information technology, the Service, and any associated operational processes. You agree that if requested by the bank, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by the bank in an audit. If you refuse to provide the requested financial information, or if the bank concludes, in its sole discretion, that the risk of you as our customer is unacceptable, if you violate this Agreement or the Rules, or if you refuse to give the



bank access to your premises, the bank may terminate the Service and this Agreement according to the provisions hereof.

Liability for Loss

Except where the law requires a different standard, you agree that neither the Bank, the Bank's parent, subsidiaries, affiliates, or their service providers shall be responsible for damages, error, loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or by internet browser providers such as Netscape (Netscape Navigator Browser) and Microsoft (Microsoft Explorer Browser), or by internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing, nor shall the Bank or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use, or maintenance of the equipment, software, the cash management services, internet browser, this agreement, the unavailability of cash management service or any errors in information provided through this service, even if the Bank or a service provider have been advised of, or are otherwise aware of the possibility thereof, except as limited by applicable law. The maximum aggregate liability of the Bank for all claims arising out of or relating to this agreement, regardless of the form or cause of action, shall be the lesser of the amount you originally paid for the service, products, or materials or one hundred U.S. dollars. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

ACH Origination

ACH Origination service allows you to create an ACH file that the Bank will then review and consider for processing if submitted before the posted cutoff time. Maximum amounts on these batches will be established at enrollment and may be modified by the Bank from time to time. Upon receipt of your ACH transaction file, the Bank may choose not to process the request if your account does not contain sufficient funds to cover the transaction.

You may enter future dated batches up to 30 days beyond the current business date. Future dated batches will remain on the cash management system and will not be processed until the effective date of the ACH batch. ACH batches must have effective dates of the next business day date to be processed on the current business day. ACH batches with an effective date that falls on a Federal holiday, weekend, or other non-processing day, will not be

processed until the following business day. Cutoff times for processing a current business day batch are 5 am, 11 am, and 4 pm MST. The Company has requested that the Bank permit it to initiate electronic fund transfer entries ("Entry" or "Entries") through the Bank for the deposit ("Credit") and/or payment ("Debit") of money to and from the Company's account maintained at the Bank, and to and from accounts at other Participating Depository Financial Institutions, by means of the Automated Clearing House ("ACH").

Recitals

- A. The Company wishes to initiate Credit Entries by means of the ACH pursuant to the terms of this agreement and the Rules of the National Automated Clearing House Association and the Bank is willing to act as an Originating Depository Financial Institution with respect to such entries.
- B. Unless otherwise defined herein, Capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from the Company hereunder from which the Bank prepared Entries. Now, therefore, in consideration of the mutual promises contained herein, it is agreed as follows:
 - I. Operating Rules. The Company will comply with the Operating Rules of the National Automated Clearing House Association ("NACHA"), in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Rules"). The duties of the Company set forth in the following paragraphs of this Agreement in no way limits the requirement of complying with the Rules, and the Company is bound by the requirements of the Rules.
 - II. Applicable Laws. The Company is aware that it is subject to all applicable state and federal laws when initiating ACH transactions. This includes, but is not limited to, Office of Foreign Assets Control (OFAC) enforced sanctions, that you are not violating OFAC



enforced sanctions, and are not acting on behalf of, or transmitting funds to or from any party subject to such sanctions. In some instances, provisions of this agreement may be superseded by applicable federal or state law, including by not limited to, the Uniform Commercial Code Article 4A or the Electronic Fund Transfer Act. The Company is responsible for obtaining a current copy of the NACHA Operating Rules and NACHA.

Operating Guidelines. The Company must comply with the Operating Rules of NACHA, in existence as of the date of this Agreement and as amended from time to time by the Bank. You should be aware that you may not initiate entries that violate the laws of the United States. You should be aware that you will be held to the obligation to originate only lawful ACH entries under this Agreement. The Bank may, from time to time, need to suspend processing of a transaction for greater scrutiny that might result in delayed settlement and/or availability.

III. Security. The Company is responsible to establish and maintain procedures to safeguard against unauthorized transmissions as provided in the Cash Management Services Agreement.

C. The Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervisions and safeguards. The Bank shall not be liable for any unauthorized transmissions and assumes that all transmissions initiated from the Company are duly authorized and properly permitted.

Processing Transmittal and Settlement by Bank

A. Except as provided in the section "Rejection of Entries", the Bank shall (i) process

Entries received from the Company to conform to the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.

B. Bank shall transmit such Entries to the ACH Operator one business day prior to the Settlement Date shown on such Entries provided (i) such Entries are received by the Bank's related cut-off time on a business day, (ii) the Settlement Date is at least one business day after such business day, and (iii) the ACH is open for business on such business day. For purposes of the Agreement a "business day" is a day on which the Bank is open to the public for carrying on substantially all of its business (other than a Saturday or Sunday), and

C. If any of the requirements of clause (i), (ii), or (iii) of section (b) is not met, the Bank shall use reasonable efforts to transmit such Entries to ACH by the next business day as described in section (b) (iii). Prenotification and Rejection of Prenotification. The Company may send to the Bank prenotification that it intends to initiate an Entry or Entries. Such prenotification shall be provided to the Bank in the format and on the medium prescribed by the Rules. If the Company has received notice that such prenotification has been rejected within the prescribed period by a Receiving Depository Financial Institution (Receiving Bank) as defined by the Rules, the Company will not initiate any corresponding Entry until the cause for the rejection has been corrected and another prenotification has been submitted and accepted within the time limits prescribed by the Rules. If you are creating Prenotification entries, remember that you may initiate a subsequent entry as soon as the **third** Banking Day following the settlement date of the Prenotification entry, provided you did not receive a return or notification of change related to the Prenotification entry.

Submission of Entry Information

The Company will electronically submit each Entry or batch of Entries to the Bank via the cash management system, not later than the established cutoff time of the business day before settlement date.



Exposure Limits

- A. The Company will provide immediately available funds to cover any credit entry initiated by it, no later than the Settlement Date applicable thereto.
- B. The Company will receive available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.
- C. The Company will promptly provide immediately available funds to indemnify Bank if any debit entry is rejected after the financial institution has permitted the Company to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank.
- D. The Company will indemnify the Bank, if the Bank incurs any loss or liability on account of the breach, with respect to any entries initiated by the Company, or any of the warranties of an Originating financial institution contained in the Rules, except due to the financial institution's own negligence.
- E. In the event the Company incurs any loss due to mishandling of a particular entry or entries, the Bank's liability to the Company shall be limited to (I) liability for the Bank's own willful misconduct; and (II) the amount recoverable by the Bank from the ACH, or any third party pursuant to the Rules or any indemnity agreement.
- F. The Company shall assume full liability for any action made by any third-party processor used by the Company at its discretion to initiate Entries on its behalf.

Submission and Processing of Entries

- A. Entries will be made only to accounts held at the Bank or other Participating Depository Financial Institutions ("Participating Bank") as defined by the Rules.
- B. All Entries shall be initiated by the Company in accordance with this Agreement and in accordance with the Rules, including the section of the Rules entitled "Rights and Obligations of Companies".
- C. All Entries shall be received, processed, and transmitted by the Bank pursuant to the Rules. The Bank's obligation hereunder in connection with the making of Entries shall be those of Originating Depository Financial institution ("Originating Bank") under the Rules, unless otherwise specifically

provided herein.

Rejection of Entries

Bank may reject any Entry or an entire ACH batch if the Company does not have sufficient funds or if an entry does not comply with OFAC requirements, any applicable state of federal laws, or any provision of this agreement.

Effective Entry Date

The Effective Entry Date with respect to an Entry shall mean the business date upon which the Entry is to be entered to the ACH operator designated in this Agreement.

Settlement Date for Entries

The settlement date with respect to an Entry shall mean the business date upon which the Entry is to be debited or credited to the designated account ("Settlement Account") at the Bank with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. The Company hereby authorizes the Bank to offset against such Settlement Account for any rejected entries. The Bank will either charge or credit the Company's Settlement Account for any Credit or Debit Entry initiated by the Company on the settlement date, as that date is determined pursuant to this Agreement. The Company will reimburse with good and collected funds in the amount required by the Bank if, after settlement has been made by the Bank, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by the Bank. Such reimbursement will be made on the date such rejection or memorandum is received by the Bank. The Bank may require the Company to Pre-Fund its account for certain Entries. If Pre-Funding is required, the Company will have sufficient funds in a transaction deposit account one day prior to the settlement date.

Erroneous Entry

If the Company discovers that any Entry it has initiated was in error, it may notify the Bank of such error and the Bank will utilize its best efforts on behalf of the Company, consistent with the Rules to correct the Entry. In all such cases, it shall be the responsibility of the Company to notify the affected third party that an Entry has been made which is at variance with the third party's authorization or is otherwise erroneous.



Rejected or Returned Entry

In the event any Entries are rejected or returned by the ACH for any reason whatsoever, it shall be the responsibility of the Company to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Rules, provided, however, the Bank shall remake such Entries in any case where rejection by the ACH was due to mishandling of such Entries by the Bank and sufficient data is available to the Bank to permit it to remake such Entries. The Company shall retain and provide the Bank on request all information necessary to remake any batches of Entries for three (3) business days after midnight of the day Entries are made to the ACH. In all other instances, the Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control, and settlement functions, and to forward such Entries to the Company. The Bank shall notify the Company of receipt of a returned entry from the ACH no later than three (3) business days after the business day of such receipt. A returned item fee will be debited from the Company's originating bank account at the time of processing the returned entry. The Bank shall have no obligation to retransmit a returned Entry to the ACH if the Bank complied with the terms of this Agreement with respect to the original Entry. A fee will be assessed for all returns of unauthorized ACH debit(s).

Cancellation or Amendment by the Company

The Company shall have no right to cancel or amend any Entry after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Company for cancellation of an Entry prior to transmitting it to the ACH prior to crediting a Receiver's account but shall have no liability if such cancellation is not affected. The Company shall reimburse the Bank for any expenses, losses or damages the Bank may incur in effecting or attempting to affect the Company's request for the reversal of an entry.

The Account

Bank may, without prior notice or demand, obtain payment of any amount due and payable to the Bank under this Agreement by debiting the account(s) of the Company and shall credit the Account for any amount received by the Bank by reason of the return of an Entry transmitted by the Bank for which the Bank has previously received payment from the Company. Such credit shall be made as of the day of such receipt by the Bank. The Company shall at all times maintain a balance of available funds in the

Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover the Company's obligations under this Agreement, the Company agrees that the Bank may debit any account maintained by the Company with the Bank or any affiliate of the Bank or that the Bank may set off against any amount it owes to the Company, in order to obtain payment of the Company's obligation under this Agreement.

Company Representations and Agreements:

Indemnity

With respect to each and every Entry initiated by the Company, the Company represents and warrants to the Bank and agrees that (a) each person shown as the Receiver on an Entry received by the Bank from the Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by the Bank as provided herein, (c) Entries transmitted to the Bank by the Company are limited to those types of Credit Entries set forth in the Section Submission of Entry Information, (d) the Company has complied with all of its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC and (e) the Company has complied with the Rules as in effect from time to time, including, without limitation the provision making payment of an Entry by the Receiving Depository Bank to the Receiver provisional until receipt by the Receiving Depository Bank of final settlement for such Entry. The Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that if such amount credited and the Company shall not be deemed to have paid the Receiver the amount of the Entry, (f) no warranties of an Originating Company and Originating Bank shall have been or shall later be breached, and (g) each Entry shall in no way violate any Federal, State, or local statute or regulation pertaining to electronic fund transfers, including the Electronic Fund Transfer Act and Regulation E, and all such other settlement if not received, the Receiving Depository Bank shall be entitled to a refund from the Receiver of the no warranties laws and regulations. In the event of any breach of any of the warranties stated above or otherwise contained in this Agreement, the Company will indemnify and defend the Bank and hold it harmless at the Company's cost and expense from and against any and all losses, claims, demands, damages, actions, including reasonable attorney's fees, expenses and costs, except for losses solely



attributable to the Bank's own willful misconduct.

Liability, Limitations on Liability, Indemnity

- A. The Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its willful misconduct in performing those services. The Bank shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or due authorization of any Entry received from the Company) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and such person shall not be deemed the Bank's agent. The Company agrees to indemnify the Bank for any and all liabilities whether claimed from a private person or entity or any fine, penalty, or assessment imposed by the federal government, any state government, or political subdivision thereof (including attorney's fees expenses). Such liabilities may include, but are not limited to, the amount of any fines assessed against the Bank for a Rules violation caused by the Company.
- B. In no event shall the Bank be liable for any consequential, special, punitive, or indirect loss or damage which the Company may incur or suffer in connection with the Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement.
- C. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or a delay in transmitting an Entry if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's otherwise violating any provision of any present or future risk control program of the

Federal Reserve or any rule or regulation of any other US governmental regulatory authority.

- D. Subject to foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by debiting the Account resulting from or arising out of any claim, of any person that the Bank is responsible for, any act or omission of the Company, or any other person described in this Section.

Inconsistency of Name and Account Number

The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by the Bank in a case of an in house Entry) on the basis of the account number supplied by the Company even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

Notification of Change

Bank shall notify the Company of all notifications of change received by the Bank relating to Entries transmitted by the Company no later than three (3) business days after receipt thereof.

Payments for Services

The Company shall pay the Bank the charges for the services provided in connection with this Agreement as set forth in the Cash Management Agreement. If the Company does not pay the entire balance due for fees within thirty (30) days after transmittal by the Bank this Agreement will be immediately terminated without liability.

Bank's Responsibilities

In the performance of the services required by the Agreement, the Bank shall be entitled to rely solely on the information, representations, and warranties provided by the Company pursuant to this Agreement, and the Company shall be responsible for the accuracy or completeness thereof. The Bank



shall be answerable for its willful misconduct, but the Bank shall not otherwise be responsible for any action taken, allowed, or omitted by or under this Agreement or for anything arising there from, or for any liability, loss, claim, or damage arising from an act of God, from delay occasioned in transit of data or processed work or from other cause or even beyond the control of the Bank.

The Bank does not make any representations or warranties with respect to the legal effect or sufficiency, under any Federal, State, or local statute or regulation or other law, of any form, documents or other matters provided by the Bank from time to time in connection with the Agreement, and disclaims any expressed or implied warranties in connection therewith, including any warranties or fitness for a particular purpose or use and any warranties or merchantability.

Records

All records used by the Bank in rendering services hereunder shall be and remain its property. Upon termination of this Agreement, the Bank in its sole discretion, at the Company's request make available information contained in such records then on hand. Any expenses incurred by the Bank in doing so will be paid by the Company.

Evidence of Authorization

The Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire. The bank may at any time, within the applicable time frame, request a copy of any

authorization form that the Company has acquired in the process of creating an Entry. Failure to retain the consent form requested subjects the Company to all laws and penalties established by the Rules. The Bank retains the right to terminate this Agreement and application if the Company fails to comply with this requirement.

Cooperation in Loss Recovery Efforts

In the event of any damages for which the Bank or the Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, the Company will undertake reasonable efforts to cooperate with the Bank, as permitted by applicable law, in performing loss recovery efforts and in connection with any Actions that the Bank may be obligated to defend or elects to pursue against a third party.

Non-Assignment

The Company may not assign this agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.

Binding Agreement Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or the Company hereunder

(Customer Copy)



Online Banking User Guide

To Set Up a Sub-User

- The Company Administrator signs into the Online Banking site
- On the Commercial tab, click on Sub-users
- Click on New User
- Complete the Create Sub-User screen
- Restrict Logon – restricts the user from access
- Force Logon Change – forces the user to change his/her LOGON name
- Force Password Change – forces the user to change password to a password only he/she knows. It is highly recommended that you force the user to change to a private password
- Enter a temporary password. The Administrator should check the box “Force Password Change”. This will require that the sub-user change his/her password when initially signing on. The Administrator should not know the password of the sub-users. This ensures that any transactions performed using the sub-user’s logon name and password were performed only by the sub-user.
- Security- allows the user to access security fields
- ACH Batch – allows access to batch information
- ACH Detail – allows access to details of the batch
- INQ = inquire or see info
- ADD = add new security, add ACH batches, etc.
- CHG = change existing info
- PST = post ACH batches
- DEL = delete info

Click the boxes only for the functions you are allowing the sub-user to affect.

- Press Apply.

This will take you to the Account Security Screen for that sub-user.

- Select the account you wish to allow the sub-user to access.

When you select an account, the system will bring up the account permissions screen for that specific account.

Follow the instructions on this screen (See “Permissions Definitions” for an explanation of these permissions).



Check the box for each item that you are allowing the sub-user to use.

Repeat this process for any account you wish him/her to use. The sub-user will only be able to access accounts that are authorized.

➤ Click "Done" when you are finished.

When the Company Administrator has completed the sub-user set up, the Administrator will give the Sub-User the Sub-User's temporary password. Explain to the sub-user that he/she should change his/her password and set up a security question and answer. If the Company Administrator wants the sub-user to be able to set up a security question, you must give him/her the authority to change security.

Permissions Definitions

These permissions allow control over what a logon may see on an account in his/her list. By un-checking any one of the controls below, the Logon no longer has permission to perform that function on the account. Use the definitions to set up your sub-users.

SEE ACCOUNT – The account is removed from the account list. (If this item is unchecked, no other control is ever looked at)

SEE WD HIST – The logon cannot see any withdrawal history.

SEE DEP HIST – The logon cannot see any deposit history.

TRANSFER IN – Allow money to be deposited during a money transfer.

TRANSFER OUT – Allow money to be withdrawn for a transfer/payment.

ACCT DETAIL – Will not show account data during snapshot inquiry.

ALLOW PAYMNT – Stops a payment to this loan (loan account only)

ALLOW ADVANC – Stops an advance from this loan (loan account only)

CHECK IMAGES - Stops showing check images on this checking account

STOP PMTS – Stops adding stop payments to this account.

VIEW STOPS – Cannot view list of stop payments on this account.

SEE BP PAYEE – Cannot view list of payees on this Bill Payer account.

PAY BILL – Will not allow a setup of a payment on Bill Payer account.

ADD PAYEES – Will not allow setup of a new payee on this account.

CHANGE PAYEE – Cannot edit a payee on this Bill Payer account

DELETE PAYEE – Cannot remove payee from the active list on this account.

SEE PAYEE – Cannot view details about payees on this account.

LOAN HISTORY – Cannot view any loan history on this loan account.

CHG ACT DESC – Will not allow changing description on this account.

ACH PAY OUT – Will not allow this account to be used in paying money out (i.e. payroll) during transmitting an ACH batch. This ACH control is only used during

TRANSMIT – Entering detail, scheduling, etc., is not affected.

ACH COLL IN – Will not allow this account to be used in collecting money (like fee collecting) during transmitting of an ACH batch. This ACH control is only used during

TRANSMIT – Entering detail, scheduling, etc., is not affected.



ELECTRONIC PAYMENT PROCESSING or ACH

ACH can be used to:

- Create and send ACH batches for payments or direct deposits for payroll.
- Create and receive ACH batches. If you have persons who have signed authorizations to allow you to pull funds from his/her accounts via ACH, you can build ACH batches to do so.
- Re-use batches that you have created.
- Review history of ACH batches.
- Batches must be scheduled at least one business day in advance of send date. ACH batches cannot be processed on a holiday, weekend, or other non-processing day.

Note- ACH batch cutoff time is 4:00 PM MST.

Steps to create ACH

1. Build a batch header
 - a. Sign in with your login name and password. On the Commercial tab, click E-ACH.
 - b. Click "Add Batch "
 - c. Enter the name of the Company; enter the name for your batch.
 - d. Select your account that you are using for the ACH.
 - e. Select the direction of you ACH batch. (Payment out of this acct. or Collection into this acct.)
 - f. Enter type of batch.
 - g. Click "Add Batch". This will take you to the ACH List of all your batches.

Type of Batches: Payment/Collection (see attachment for definitions and special rules)

- CCD = Corporate Cash Concentration or Disbursement
- CIE = Corporate Customer Initiated Entry
- ARC = Accounts Receivable Entry
- CTX = Corporate Trade Exchange
- PPD = Pre-Arranged Payment and Deposit Entry

2. Enter detail data for batch
 - a. Click on the Batch Name, to add the detail to your batch. This will take you to the ACH Item List.
 - b. Click on "Enter First One Here" This will take you to the "Edit ACH Item".
 - c. Enter the name of the Company or individual you are paying or collecting from.
 - d. Enter the amount.



- e. Enter if Recurring?
- f. Enter ID number, account number, payroll number, etc.
- g. Enter Routing Number for the account you are sending to or pulling from.
- h. Click on the "Check Number" to validate the routing number. Click close after you have verified that this is the correct bank.
- i. Enter the account number you are sending to or pulling from.
- j. Enter Account type.

If "Prenote" is set to NO –an amount must be entered. If 'Prenote" is set to YES, this item in the Batch will be sent as a prenote with a zero-dollar amount. This is used to test the routing number and account number for future ACH transactions.

- k. Click "Update"

- If you wish to add additional items to the batch, Click Add Item and follow steps above.
- To edit item amounts in a batch, click Edit Amounts.
- When editing is complete, click Finished.
- To edit any field for quick input, Click on Quick Edit Item.
- When complete, click on Update/Add Items.

3. Schedule the batch

- a. Click on Schedule
- b. Enter the Date to send the batch
- c. Enter the Type of batch.
- d. Click Update to complete scheduling.

- After scheduling, the Transmit button will now appear.

4. Transmit the batch to the bank

- If this batch is complete, Click Transmit. This will transmit the batch to the bank.

5. Bank "posts" the batch.

Type of Batches: Payment/Collection Available (from the NACHA Rule Book)

ARC: Accounts Receivable Entries

- An Accounts Receivable Entry is a Single-Entry ACH debit used by Originators to convert a Receiver's check that is received via the US mail or at a drop box location for the payment of goods or services. These one-time debit entries are initiated by the Originator based on a notice provided to the Receiver by the Originator, clearly and conspicuously stating that the receipt of the source document will authorize an ACH debit entry to the Receiver's account in accordance with the terms of the source document.



Debit entries are initiated by the Originator based on payment information (the Receiver's routing number, account number, check serial number, and dollar amount for the transaction) drawn from the Receiver's source document.

Warranties:

The amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document. The Originator must retain a reproducible, legible image, microfilm, or copy of the front of the Receiver's source document for each ARC entry for two years from the Settlement Date of the ARC entry. An RDFI that receives an ARC entry may send to the ODFI that originated the entry a written request for a copy of the source document to which the ARC entry relates. The RDFI's written request must be received by the ODFI within two years of the Settlement Date of the ARC entry. Upon receipt of the written request, the ODFI warrants to the RDFI that it will send a copy of the front of the Receiver's source document within ten banking days. The copy must indicate that it is a copy on its face. The source document to which the ARC entry relates may not be presented or returned such that any person will be required to make payment based on the source document unless the ARC entry is returned. In addition to each RDFI, ACH Operator, and Association, this warranty runs to any other party that may be liable on the source document. The Originator has employed commercially reasonable procedures to securely store (1) all ARC source documents until destruction, and (2) all banking information relating to ARC entries. The Originator has an obligation to allow the Receiver to opt out of check conversion activity when the Receiver has given notification.

CCD: Corporate Credit or Debit

- This application can be either a credit or debit application where funds are transferred between unrelated corporate entities or transmitted as intra-company cash concentration and disbursement transactions.

CTX: Corporate Trade Exchange

- The Corporate Trade Exchange application supports the transfer of funds (debit or credit) within a trading partner relationship.

PPD: Prearranged Payment and Deposit

- Direct Deposit: Direct Deposit is a credit application that transfers funds into a consumer's account at the Receiving Depository Financial Institution. The funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
- Preauthorized Bill Payment: Preauthorized payment is a debit application. Companies with billing operations may participate in the ACH through the electronic transfer (direct debit) of bill payment entries. Through standing authorizations, the consumer grants the company authority to initiate periodic charges to his or her account as bills become due. This concept has met with appreciable success in situations where the recurring bills are regular and do not vary in amount – insurance premiums, mortgage payments, and installment loan payments being the most prominent examples. Standing authorizations have also been successful for bills where the amount does vary, such as utility payments.

CIE: Customer Initiated Entry

- Customer Initiated Entries are limited to credit applications where the consumer initiates the transfer of funds to a company for payment of funds owed to that company, typically through some type of home banking product or bill payment service provider.

(Customer Copy)



Merchant Setup Acknowledgement

Company Name:

Daily ACH Limit: \$

As an originator of automatic clearing house (ACH) credit and debits, you are required to comply with the rules of The Electronic Payments Association (NACHA). NACHA requires that each ACH originator be able to provide proof of authorized debit/credit transaction initiated. Your agreement with Territorial Bank of American Samoa requires you to obtain all consents and authorizations required under the Rules and that you shall retain such consents and authorizations for two years after they expire. The bank may at any time, within the applicable time frame, request a copy of any authorization form that the Company has acquired in the process of creating an Entry. Failure to retain the consent form requested subjects the Company to all laws and penalties established by the Rules. The Bank retains the right to terminate this Agreement and application if the Company fails to comply with this requirement.

Effective September 18, 2014, NACHA has approved an operating rule that requires each originating deposit financial institution, Territorial Bank of American Samoa, to provide proof of authorization upon request from the receiving deposit financial institution. Since signed authorization forms are not collected by Territorial Bank of American Samoa, we will release the contact information of the company administrator to obtain the signed consent.

These changes are expected to increase customer satisfaction with the ACH Network by reducing the volume of transactions subject to customer disputes.

ACH Origination Fees:

- ACH set up fee (one time): \$20.00
- Returned Items or Notification of Changes: \$5.00 per item
- Originated Batches: \$ 5.00 per batch
- Same Day ACH Batch Processing Fee: \$5.00 per batch, if approved by Bank
- Originated Items: \$ 0.05 per item

If you have any questions or concerns, please contact the Bank at (684) 633-8143.

Thank you,

Territorial Bank of American Samoa

Bank Representative Name and Title:

Bank Representative Signature: _____

Date:

(To be completed by Bank and provided to customer)

