

Disclaimer:

NEACH Payments Group, Inc. ("NPG") reserves the right to change the terms, conditions, and/or notices under which this resource is offered, including, but not limited to, content as necessary.

This resource is intended for general knowledge purposes, and nothing in this resource should be considered legal and/or compliance advice.

NPG and all resellers of this product make no warranties, expressed or implied, regarding a person's use of the information found in this resource.

Contact your organization's attorney, compliance team, and/or ACH professional with specific questions you have related to this resource.

Copyright Notice:

Copyright © 2025 NEACH Payments Group, Inc.

No Unlawful or Prohibited Use:

As a condition of your use of this resource, you warrant to NPG and its suppliers and resellers that you will not use the information for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

Liability Disclaimer:

THE INFORMATION, SOFTWARE, PRODUCTS, AND/OR SERVICES INCLUDED MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NPG AND/OR ITS SUPPLIERS OR RESELLERS MAY MAKE IMPROVEMENTS AND/OR CHANGES AT ANY TIME.

NPG AND/OR ITS SUPPLIERS OR RESELLERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. NPG AND/OR ITS SUPPLIERS OR RESELLERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED

WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NPG AND/OR ITS SUPPLIERS OR RESELLERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE RESOURCE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NPG OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS PRODUCT, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE.

Termination/Access Restriction:

NPG and its suppliers and/or resellers reserve the right, in their sole discretion, to terminate your access to this resource or any portion thereof at any time, without notice.

Terms of Use:

This resource offers a structured framework for organizations to evaluate their compliance, performance, and operational effectiveness against established policies, procedures, and the requirements of the 2025 Nacha Operating Rules and Guidelines. This workbook is intended to be used for reference. This resource does not represent a legal position or offer any warranties of its use.

Ratings are based upon responses to audit topics. Institutions will input their own responses. NPG offers no warranties or guarantees regarding an institution's responses or ratings.

You should review the workbook with your compliance team before utilizing. This workbook is intended to be utilized for one audit and should only be utilized in the year 2025. A new workbook will be made available for purchase each year.

License to Use:

Subject to payment and compliance with the restrictions below and the other terms of this disclaimer, NPG grants the user the ability to:

- (a) Download a copy of the resources;
- (b) Store, view, and/or edit a single copy of the resources on a single desktop or notebook computer; and

(c) Store, view, and/or edit a single copy of the resources on a single eReader device or similar electronic device.

You must not in any circumstance:

- (a) Distribute the resource outside your organization;
- (b) Post or otherwise make the resources available outside of your organization;
- (c) Use the resources in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory, or otherwise objectionable;
- (d) Use the resources or any part of the resources to compete with NPG, whether directly or indirectly; or
- (e) Use the resources or any part of the resources for a commercial purpose.

You must retain, and must not delete, obscure, or remove, all copyright notices and other proprietary notices in the resources.

The rights granted to you by this disclaimer are personal to you, and you must not permit any third party to exercise these rights.

Jurisdiction and Governing Law:

These terms shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located within the Commonwealth of Massachusetts for the resolution of any disputes arising out of or relating to these terms and conditions or your use of this resource.

Indemnification:

You agree to indemnify, defend, and hold harmless NPG, its affiliates, suppliers, resellers, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that they may incur as a result of or arising from your use of the resource, your violation of these terms, or your violation of any rights of another.