kotapay

A Division of First International Bank & Trust

Employer/Company Information (required):		*KOTAPAY*
Name:		*1700 42nd St. S, Suite 2000*
Street Address:		*Fargo, ND 58103*
City, State, Zip:		*(800) 378-3328*
Telephone:		

Authorization for Debit and Credit Electronic Funds Transfers

On this _____ day of _____, _____, I hereby authorize Kotapay, a division of First International Bank & Trust ("KP") as well as the employer or company described above, and its agents (collectively, "Company/Employer"), to initiate electronic withdrawals and/or deposits from/to the bank account provided below, and any subsequent bank accounts identified by me in writing. I understand that adjustment and/or reversing entries may be made to these accounts to ensure an accurate and balanced accounting of all transactions. This authorization will remain in effect until:

a) **I notify the financial institution provided below ("Bank") and KP in writing to terminate this authorization and the Bank and KP have been afforded reasonable time to comply, or**
b) **The Bank, Company/Employer, and/or KP have provided me with five (5) business days advance written notice of their decision not to initiate electronic withdrawals and/or deposits from/to the bank account provided below.**

Notwithstanding the foregoing authorization termination provisions, I understand that any written termination of this authorization will become effective no earlier than five (5) business days after the day the last transaction has cleared and there are no outstanding balances to the account.

I UNDERSTAND THAT KP PROVIDES ELECTRONIC FUND TRANSFER SERVICES TO THE COMPANY/EMPLOYER DESCRIBED ABOVE AND THEIR AGENTS, INCLUDING PAYMENT AND PAYROLL PROCESSORS, IF USED. THE FUNDS TO BE TRANSFERRED MUST BE COLLATERALLY FUNDED AND ARE FULLY GUARANTEED BY THE EMPLOYER/COMPANY LISTED ABOVE, THEIR AGENTS, INCLUDING ANY PAYROLL OR PAYMENT PROCESSOR, IF USED, AND/OR MYSELF. IN THE EVENT THAT THE FUNDING FOR A TRANSFER IS RETURNED FOR ANY REASON, KP HAS BEEN PROVIDED WITH INCORRECT INFORMATION, AND/OR KP HAS ERRONEOUSLY TRANSFERRED FUNDS TO MY ACCOUNT, I AUTHORIZE KP TO CORRECT/WITHDRAW FROM MY ACCOUNT THE AMOUNT OF FUNDS TRANSFERRED IN ERROR. I ALSO UNDERSTAND THAT KP MAY WITHDRAW AND/OR DEPOSIT TO MY ACCOUNT VARIOUS FUNDS RELATING TO MY PARTICIPATION IN A FLEXIBLE BENEFIT/CAFETERIA PLAN/ERISA PLAN. I HEREBY HOLD IC HARMLESS FROM ALL CLAIMS AND CAUSES OF ACTION RESULTING FROM KP'S TRANSFER OF SUCH FUNDS UPON THE DIRECTION OF MY EMPLOYER OR ITS PROCESSOR, AGREE THAT MY REMEDY FOR ANY ERRONEOUS TRANSFERS IS SOLELY AGAINST THE PROCESSOR AND/OR MY EMPLOYER, AND FURTHER AGREE THAT I WILL HOLD KP HARMLESS FROM ANY LIABILITY AND DAMAGES RESULTING THEREFROM, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES.

Electronic Funds Transfer (15 U.S.C. § 1693): I hereby acknowledge receipt of notice from my Bank of my responsibilities under the Electronic Funds Transfer Act ("Act"), my potential liability for certain unauthorized electronic fund transfers, my duty to promptly report unauthorized transfers, any charges for electronic fund transfers, if applicable, the right to stop payment of pre-authorized electronic fund transfers, the procedure to initiate such stop payment orders, my right to receive documentation of electronic fund transfers, and the Bank's liability pursuant to the Act.

Limitation of Action: I acknowledge that I will have 60 days from the date of a withdrawal or deposit to my Bank account to dispute the withdrawal or deposit. I further acknowledge that I shall dispute a withdrawal or deposit by providing the Company/Employer and IC with written notification of any discrepancies, errors or disputes concerning any transfer of funds to or from any account processed by KP. I acknowledge that all written notices must include the following information:

a) The name of the Company/Employer authorized to make the transaction;
b) The federal taxpayer ID number of the Company/Employer;
c) My full name;
d) My contact information;
e) The name, account number and ABA number of the transaction in question;
f) The dollar amount of the transaction in question; and
g) A description and explanation of the error.

I acknowledge that, if possible, the Company/Employer , its agent, or KP will inform me of the results of their investigation into the disputed transaction within ten (10) days of the receipt of my complaint, and will attempt to correct any identified error promptly. However, if my employer, its agent, and/or KP need additional time, I understand that they may take up to 45 days to investigate my complaint. For transfers initiated outside the United States or transfers resulting from point of sale or debit/access cards, I understand that the time periods for investigating and resolving errors will be 45/90 days, respectively.

Undersigned's Name (printed) _____ Date _____

Financial Institution _____ Branch name _____

City _____ Branch Phone Number _____

Routing (ABA) Number _____ Account Type: Checking ☐ Savings ☐

Please designate if you wish a specific dollar amount or percentage deposited: $_____ / _____%

Routing (ABA) Number _____ Account Type: Checking ☐ Savings ☐

Please designate if you wish a specific dollar amount or percentage deposited: $_____ / _____%

Undersigned's Signature _____ Employee ID # *(if applicable)* _____

Please attach a voided personal check to this authorization for verification of all checking account information. *Created 4/18*