



## **ACH Enrollment Terms and Conditions (Terms or Agreement)**

### **The Children's Trust's Online Enrollment for Direct Deposit**

Direct deposit enrollment is open to active vendors, providers, and personnel requesting reimbursement from The Children's Trust (The Trust), subject to approval by The Trust. Enrollment in direct deposit is conditioned upon the enrollee's authorization to accept and comply with the terms and conditions noted herein. Information regarding direct deposit may be found at The Trust's Frequently Asked Questions (FAQs). Please visit <https://www.thechildrenstrust.org/ach-direct-deposit>. Enrollees with questions not answered by the FAQs may contact The Trust's finance department for additional assistance.

### **Definitions**

Enrollee is defined as the legal entity (organization or individual) that The Trust is obligated to make payment to.

Authorized representative is defined as a person that is authorized by the enrollee to act on its behalf. The authorized representative may be the same as the enrollee.

### **Direct Deposit Enrollee and Authorized Representative Confirmations and Authorizations**

Enrollee and the authorized representative provide the following confirmation and authorizations:

- Authorized representative confirms that they are authorized by the enrollee to enroll in direct deposit
- Authorization to enroll in direct deposit will remain in effect until a written request for cancellation is submitted to The Trust, unless prohibited by Enrollee's contract with The Trust, or until terminated by The Trust. Enrollment in direct deposit for an organization survives any changes in the authorized representative
- Enrollee authorizes The Trust to initiate, if necessary, debit entries or adjustments for any credit (i) made in error or (ii) of an incorrect amount

### **Direct Deposit Enrollee and Authorized Representative Responsibilities**

Enrollee and its authorized representative are responsible for the following:

- Submitting accurate enrollment information;
- Immediately informing The Trust regarding any changes to the authorized representative and their contact information, in accordance with the notification procedures delineated in the FAQs;
- Immediately informing The Trust regarding any changes to the bank account that direct deposit payments are transferred into, in accordance with the notification procedures delineated in the FAQs;
- Immediately informing The Trust if payment is deposited into the enrollee's designated account in error and to immediately return these funds to The Trust;

- Ensuring that the unique direct deposit enrollment email link sent to the authorized representative is not shared; and
- Notifying The Trust of any issues that arise pertaining to the enrollee's direct deposit.

### **The Trust's Direct Deposit Responsibilities**

The Trust shall provide timely payment and quick resolution of all payment matters. Therefore, if the enrollee has an issue regarding the direct deposit, enrollee agrees to first notify The Trust of the issue so that The Trust may attempt to timely and informally resolve the issue. The FAQs provides the most current contact information.

### **Changes to these Terms and Conditions**

The Trust may modify these terms and conditions, at any time and without notice. Continued enrollment in direct deposit constitutes acceptance of any changes to the terms and conditions that are in effect. Notwithstanding the above, The Trust will endeavor to notify enrollee, by electronic mail or placing the updated terms and conditions on The Trust's website, of any material changes to these terms and conditions. The Trust at its sole discretion will determine what constitutes a material change. Unless material, changes to terms and conditions for direct deposit will be delineated in the FAQs.

### **Termination of Agreement**

The Trust may terminate or suspend enrollment in direct deposit, without notice.

The enrollee may terminate enrollment in direct deposit, upon notification to The Trust, in accordance with the notification process delineated in the FAQs, subject to the following:

- The Trust's contract with enrollee does not require payment through direct deposit; and
- Enrollee providing The Trust with fifteen days' advance notice.

### **Indemnification**

The Trust shall not be liable for (a) incomplete or erroneous information relating to access to the account submitted or that affects the timeliness of the direct deposit, or (b) compromised bank account information caused by, directly or indirectly, the enrollee's failure to comply with these terms and conditions.

Enrollee agrees to indemnify, hold harmless, protect and defend The Trust and its officers, employees, agents and instrumentalities from and against any and all claims, demands, damages, losses and liabilities of whatever nature, including reasonable attorney's fees and costs of defense, which The Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Enrollee or Enrollee's employees, agents, or servants, including any loss related to theft or unauthorized access of bank account information and mobile phone information, caused by, directly or indirectly, incomplete or erroneous information submitted by the authorized representative.

**Governing Law and Venue**

These Terms and Conditions shall be interpreted and construed in accordance with and governed by the laws of the state of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of these terms and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida to the exclusion of all others. If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.