

# FIRST RESOURCE BANK

## STOP PAYMENT DISCLOSURE

- Customer warrants that the information describing the Item, including the check or scheduled transfer date, exact amount, check number, and payee, is correct.
- Customer understands that the EXACT amount of the Item is necessary for Bank's computer to stop payment. If Customer provides Bank with an incorrect amount or any other incorrect information, Bank will not be responsible for failing to stop payment on the Item.
- Customer acknowledges that stop payment orders on checks must be received by Bank within a reasonable time for Bank to act on the order prior to final payment of the check and stop payment orders on an ACH/EFT transfer must be received by Bank at least three (3) business days preceding the schedule date of the pre-authorized ACH/EFT. If stop payment orders are not received within these time periods, Bank will not be responsible for failing to stop payment.
- Customer agrees that Customer may not stop payment on any point-of-sale ACH/EFT transfer; any cashier's check, certified check or other official institution check Customer has purchased from Bank; or any check guaranteed by the Bank.
- Customer understands that Customer's stop payment order is conditional and is subject to Bank's verification that the Item has not already been paid or that some other action to pay the Item has not been taken by Bank.
- Customer agrees to indemnify and hold Bank harmless from all costs, including attorney's fees, damages or claims relating to Bank's action in refusing payment of the Item, including claims of any joint owner, payee or endorsee. Customer agrees that payment by Bank of the Item through its inadvertence, oversight or mistake shall not constitute failure to exercise ordinary care and the Bank shall not be liable for payment for any reason other than its failure to exercise ordinary care.
- Customer agrees to notify Bank promptly of the issuance of a duplicate Item or return of the original Item.
- A stop payment order against an ACH/EFT transfer is effective only against the ACH/EFT transfer that is described above and does not cancel or revoke Customer's authorization for future ACH/EFT transfers by the same originator.
- An online stop payment order is considered in writing and will be effective for six (6) months from the Stop Payment Date and will expire automatically at that time.
- All stop payment orders are subject to Bank's Deposit Account Terms and Conditions, Bank policy and applicable law.
- All stop payment orders are subject to a fee. See current fee schedule for details.