



**TOPCU**  
Tucson Old Pueblo Credit Union

## STOP PAYMENT REQUEST / POSTDATED ITEM NOTICE

1. **Item Description.** I request the Credit Union to stop payment on the share draft or check (either referred to hereinafter as "item"), Preauthorized Electronic Funds Transfer, or Electronic Draft/Check Conversion Transaction described above. I warrant that the above description, including the date or scheduled transfer date, its exact amount, the item number, and payee are correct. I understand that the EXACT information is necessary for the Credit Union's computer to identify the item, transfer, or conversion transaction. If I give the Credit Union the incorrect amount or any other incorrect information, the Credit Union will not be responsible for failing to stop payment.
2. **Electronic Draft/Check Conversion Transaction.** I understand that if I authorize the conversion of an item to an electronic transaction that it will be presented for payment electronically through automated clearinghouse (ACH) processes. Unless the box for Electronic Draft/Check Conversion Transaction located above in the "TYPE OF TRANSACTION" section is marked, I warrant that the item upon which I am requesting to stop payment is not an Electronic Draft/Check Conversion Transaction. I understand that the Credit Union will not stop payment on an item if it is processed as an Electronic Check Conversion Transaction and I have not indicated that above.
3. **Preauthorized Electronic Funds Transfer.** I understand that a request to stop the payment of a Preauthorized Electronic Funds Transfer will only apply to the transfer scheduled for the date noted in the "DATE OF ITEM/TRANSFER" section. If I wish to stop additional Preauthorized Electronic Funds Transfers, I will submit additional stop payment requests.
4. **Postdated Items.** If this is a Postdated Item Notice, as indicated above, I hereby request the Credit Union to stop payment on the item indicated above if presented for payment prior to the date of the item. This Postdated Item Notice is subject to all terms and conditions for Stop Payment Requests.
5. **Stop Payment Requests.** I agree that the Credit Union will not be responsible for stopping payment unless my Stop Payment Request is received by the Credit Union:
  - a. within a reasonable time for the Credit Union to act on my request prior to final payment or similar action;  
or
  - b. at least three (3) business days before the scheduled date of a Preauthorized Electronic Funds Transfer.
  - c. I understand that my Stop Payment Request is conditional and subject to the Credit Union's verification that the item has not already been paid or that some other action to pay the item has not been taken. I understand that my Stop Payment Request will be effective as follows: for an oral request (if permitted by the Credit Union), a period of fourteen (14) days from the date of this request; for a written request, a period of six (6) months from the date of this request unless I withdraw this request or renew the request for additional periods, in writing. I also agree to notify the Credit Union promptly upon the issuance of any duplicate item which replaces the item subject to this request or upon return of the original item. I agree to pay the Credit Union a stop payment fee for each request as set forth above.
6. **Indemnification.** I agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, (to the extent permitted by law) damage or claims related to the Credit Union's action in refusing payment of the item, including claims of any joint owner, payee, or endorsee, or in failing to stop payment of an item as a result of incorrect information provided by me.
7. **Uniform Commercial Code.** This Stop Payment Request is subject to the Uniform Commercial Code as adopted by the state where the Credit Union's main office is located, by automated clearinghouse rules and by other local clearinghouse rules.