



PNC Remote Deposit User Agreement for Business Accounts

Effective July 1, 2021

This PNC Remote Deposit User Agreement ("Agreement") contains the terms and conditions for the use of PNC Remote Deposit and/or other remote deposit capture services ("Service") that PNC ("PNC", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with PNC, including the Online Banking Services Agreement or Account Agreement for Business Accounts, as applicable to your PNC account(s), are incorporated by reference and made a part of this Agreement.

1. Service. The Service is designed to allow you to make deposits to your business checking accounts from remote locations by scanning checks and delivering the images and associated deposit information to PNC or PNC's designated processor. To use the Service you must have a PNC business demand deposit account and be enrolled in PNC's Online Banking Service.

2. Acceptance of these Terms. By clicking I Agree or signing below and/or your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time by PNC in its sole discretion. Your acceptance of the revised terms and conditions after appropriate notice along with the continued use of the Services will indicate your consent to be bound by the revised Agreement.

3. Limitations of Service. When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Hardware Equipment. To use the Services, you will receive and maintain a scanner provided by PNC. PNC shall retain ownership of the scanner. Upon termination, the scanner is to be returned to PNC in the condition it was provided, less reasonable wear and tear. If scanner is not returned within 30 days of termination, an unreturned scanner fee of \$200 may be imposed.

5. Fees. A fee will be charged for the Service. You are responsible for paying the fees for the use of the Service. The monthly service fee is disclosed at the bottom of this agreement, depending on your account type there might be additional per deposit fees. Those fees would be disclosed on the account specific fee schedule. You authorize PNC to deduct any such fees from any PNC business checking account in your name.

6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to PNC is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.



- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by PNC's current procedures relating to the Services or which are otherwise not acceptable under the terms of your PNC account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the US Treasury Department

7. Endorsements and Procedures. All checks deposited through the desktop scanner service will have virtual endorsement enabled. Once the image is captured by the desktop scanner, the software will apply your business name, deposit account number, and the phrase "For Remote Deposit Only" to the digital check image. You agree to follow any and all other procedures and instructions for use of the Services as PNC may establish from time to time. You shall review each check image prior to transmission of the check image in order to confirm the legibility and accuracy of the check image and the endorsement. The image of an item transmitted to PNC using the Service must be legible, as determined in the sole discretion of PNC. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by PNC, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. You assume sole responsibility for ensuring that all information from the original check is accurately captured in the resulting check image.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from PNC that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item, or an item for which we do not receive final payment. Please refer to the "Deposits" section of your account agreement for more information concerning deposits into your account. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 10:00 pm Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services may not be available for immediate withdrawal. Refer to the applicable Funds Availability Policy for your PNC business checking account to determine when your funds will be made available. PNC, in its sole discretion, may make such funds available sooner or may extend the hold period beyond three business days based on factors as PNC, in its sole discretion, deems relevant.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from PNC that we have received an image that you have transmitted, you agree to retain the check for at least 14 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to PNC upon request. We recommend that you also confirm that the check has been credited to your account before you destroy or dispose of the check.



11. Deposit Limits. We will establish limits on the dollar amount and/or number of items or deposits. PNC will display these limits to you in the PNC Remote Deposit settings page at enrollment of service and on the addition of a new account to the service. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

PNC may change these limits at any time, in its sole discretion.

12. Errors. You agree to notify PNC of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable PNC account statement is sent. Unless you notify PNC within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against PNC for such alleged error.

13. Errors in Transmission. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. PNC bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

14. User Warranties and Indemnification. You warrant to PNC that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to PNC is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless PNC from any loss for breach of this warranty provision.

Any breach of the above warranties may result in cancellation of your ability to use the Service, closure of your accounts, or termination of the client relationship.

15. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

16. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect for a minimum of six (6) months unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of any agreement with us. If the Service is terminated prior to the first anniversary of the effective date of this Agreement, then an early termination fee of \$225 may be imposed.

17. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

18. Ownership & License. You agree that PNC retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the



foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to PNC's business interest, or (iii) to PNC's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

19. Disclaimer of warranties. You agree your use of the Service and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

20. Limitation of liability. You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the Service incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if PNC has been informed of the possibility thereof.

21. Fee Schedule.

PNC Remote Deposit with single-feed scanner... \$25.00 per month

PNC Remote Deposit with multi-feed scanner... \$50.00 per month

This form, may, with the consent of the party(ies) signing, be signed or executed using electronic signatures. This form shall be governed by, and construed in accordance with, the laws of the applicable state Electronic Transactions Act and, to the extent applicable, the laws of the United States, including without limitation the Electronic Signatures in Global and National Commerce Act. By signing the form electronically, the customer represents that the electronic signature is intended to act as their written signature, and agrees that an E-Signed Document shall be deemed to have the same effect as an original document manually signed by the signer.

The customer further represents that they have provided, and will update as necessary, their correct email address for the delivery of documents and communications.

I Agree

ACCOUNT NUMBER

ACCEPTED AND AGREED TO AS OF THE _____ DAY of _____, 20____:

This Agreement must be signed for the customer by a person authorized to sign agreements for Business Banking Services.

Name of Business: _____

By: _____

Title: _____