

# **Remote Deposit Terms & Conditions Effective as of June 7, 2014**

## **RBC Bank U.S. Remote Deposit Terms & Conditions**

1. **Introduction.** These Remote Deposit Capture Terms and Conditions (the "Agreement") include certain provisions governing your use of the RBC Bank U.S. Remote Deposit Capture service (the "Service"). In this Agreement, the terms "we," "us," "our" and "the Bank" refer to RBC Bank (Georgia), N.A., also known as RBC Bank®, and the terms "you" and "your" refer to the individual(s) or entity(ies) identified in the Account Application for the Account(s) that we approve for your use in connection with the Service as the "Depositor" or "Client," whether one or more; and unless the context clearly indicates otherwise, "you" or "your" also includes each of your Authorized Representatives, if applicable. Capitalized terms used in this Agreement that are not otherwise defined herein have the meanings given to them in our Service Agreement which governs your Accounts with us, and which is hereby incorporated by reference and made a part of this Agreement. By acknowledging your acceptance of this Agreement or by using the Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time to time and which contain additional provisions or instructions applicable to the Service, as any of the foregoing may be amended.
2. **General Description of Service.** The Service enables you to make deposits to your Eligible Accounts (as defined below) electronically, from a compatible mobile device or by scanning checks through an approved scanner and delivering the images and associated deposit information to the Bank or our designated processor. We will then process the items in your deposits and send them for collection using such methods and collection agents as we may choose in our sole discretion.
3. **Fees.** There is currently no charge for the Service. We will give you a minimum of 30 days' advance notice should we decide to institute a charge in the future. Such notice may be provided electronically or in writing at our discretion.
4. **Approval.** We will activate the Service only after we have reviewed and approved your request to begin using it. As part of our review, you may be required to provide to us such information and documentation as we may request, such as certain financial information, information on your projected use of the Service and other information we may deem necessary or appropriate in assessing risk. Our decision whether to approve or deny your request to use the Service is within our sole discretion.

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5. **Eligible Accounts.** At the time we activate the Service, we will notify you concerning which of your Accounts we have approved for use with the Service (“Eligible Accounts”). From time to time, you may request that we include additional Accounts, and they are likewise subject to our approval.
6. **Equipment and Software.** To use the Service, you must obtain and maintain, at your expense, compatible equipment and software as specified by the Bank and subject to change from time to time. Current equipment and software specifications are set forth on ***Schedule A*** which is attached hereto and made a part of this Agreement.

We are not responsible for, and we make no warranties of any nature with respect to, any third party equipment or software you may need to use the Service. Any such equipment or software is subject to the terms and conditions of any agreements you may enter into with the provider, such as a software agreement you accept at the time of download and installation. We have the right, in our sole discretion, to make changes to the Service from time to time which may result in your equipment or software becoming no longer compatible with the Service, and in such event, we will have no responsibility or liability to you.

7. **Applicability of and Compliance with Laws, Agreements, etc.** You agree that you will not use the Service to initiate any deposits which violate any applicable laws, regulations or other legal authorities. You also agree to be bound by all applicable requirements of law relating to check collection processes, including: (i) the Uniform Commercial Code (“UCC”); (ii) the Check Clearing for the 21st Century Act (commonly known as “Check 21”), as implemented by amendments to Federal Reserve Board Regulation CC (“Regulation CC”); (iii) all other applicable provisions of Regulation CC; and (iv) any clearing house agreements, image exchange agreements, operating circulars or other rules or legal authorities to which the Bank is a party or by which we are bound as a participant in the collection process. Further, you acknowledge that our normal policies, procedures and processes relating to the handling of items submitted for deposit to the Bank through various means will apply, except to the extent that in our sole discretion we may modify them in connection with the Service, and you agree to be bound by such policies, procedures and processes including any that may be described in the Service Agreement governing your Accounts.
8. **Image Transmission and Processing.** You are solely responsible for transmitting to us only images of checks that are fully legible and that accurately represent all pertinent information on the front and back of each check. You must utilize only transmission and image formats that conform to the Bank’s and recognized industry specifications and quality standards. In the event that you transmit an image of an item that we cannot further process due to the poor quality of the image, we

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will not be responsible or liable to you or any other person or entity for any delay in the processing or presentment of the item. Our current cutoff time by which we must receive images from you for processing on the same Business Day (defined as Monday through Friday, excluding banking holidays) is 5:00 p.m. Eastern time. You will receive notice should the cutoff time change, and such notice may be provided electronically or in writing at our discretion. Any deposit received after the deadline will be deemed received and will be processed on the following Business Day. Accepted checks will be deemed to have been deposited at such location(s) as we may select from time to time in our sole discretion, regardless of where you are located or where we deem your Account(s) to be maintained. Checks deposited through the Service will normally post to your account on the same Business Day they are processed. However, all checks that we accept through the Service are accepted and posted for provisional credit only and are subject to possible subsequent return for various reasons as permitted by law (see "Returned Items" below). We may, but have no obligation to, send you a confirmation that we have received your deposit; however, your receipt of any such confirmation does not mean that the transmission was error free or complete or that we have yet accepted and processed the deposit. To confirm whether we have accepted and processed any given deposit and posted the provisional credit to your Account, you may look for the amount of the credit in your Online Banking account on the following Business Day, or you may call us at 1-800-769-2553. You agree that once you have transmitted your deposit to us, you will not deposit or attempt to deposit any scanned items (either originals or images) with us or any other financial institution.

9. **Restrictions on Use of Service.** We may establish and change from time to time certain restrictions on your use of the Service, such as limits on the size of deposits transmitted, the number of deposits that may be transmitted per day or other specified period, or the dollar amounts per check, per deposit, per day or other specified period that we may accept through the Service. Unless we notify you that you are subject to different limits, you may transmit a maximum of three deposits per day totaling no more than \$3,500 in deposited items, and you may transmit a maximum of nine deposits over any five consecutive Business Days totaling no more than \$7,000 in deposited items. If you request that we allow you to have higher limits, we may require additional information or documentation from you to help us assess your request, and our decision whether to approve or deny your request will be within our sole discretion.
10. **Limitations of Service.** When using the Service, you may sometimes experience technical or other problems. We do not assume any responsibility or liability for any technical or other problems, or for any resulting losses or damages you may incur. If at any time and for any

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reason you are unable to scan or transmit or we are unable to receive your deposits through the Service, and you do not wish to wait for the problem to be corrected, you will be solely responsible at your expense for finding an alternate method to deposit the items, such as by using U.S. Mail or overnight delivery.

11. **Eligible and Ineligible Items.** You may scan and deposit only U.S. checks or money orders that are properly payable in accordance with all applicable requirements of law, including UCC Articles 3 and 4 (“Eligible Items”). You agree that the image of any check or money order transmitted to the Bank shall be deemed an “item” within the meaning of the UCC. You agree not to use the Service to attempt to deposit any checks, money orders or other items of the following types (“Ineligible Items”):
  - a. Items payable to any person or entity other than you or a joint account holder.
  - b. Items drawn or otherwise issued by you or any other person or entity on any of your other accounts with us, including any on which you are an authorized signer or joint account holder.
  - c. Items containing obvious alterations to any of the fields 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 item is drawn.
  - d. Items previously converted to a substitute check, as defined in Regulation CC.
  - e. Items that are remotely created checks, as defined in Regulation CC.
  - f. Items drawn on or payable through a financial institution located outside the United States or which bear a non-U.S. routing/transit number.
  - g. Items not payable in United States currency.
  - h. Items dated more than six months before the date of deposit or that are postdated (dated for a future date).
  - i. Any other items prohibited by our then current policies and procedures relating to the Service or which are otherwise not acceptable under the terms governing your account.
  - j . Any other type of item that we may designate by prior notice to you as not eligible for deposit using the Service, or that we may so

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designate at the time of an attempted deposit by rejecting it and returning it to you, which we may do for any reason in our sole discretion.

Notwithstanding the foregoing, we may from time to time in our sole discretion accept certain Ineligible Items for deposit, but in no event do we have any obligation to do so, nor will we have any responsibility or liability to you or any other person or entity if we reject any Ineligible Items.

**12. Endorsements.** You agree to restrictively endorse any item transmitted through the Service as "For deposit only, RBC Bank account # \_\_\_\_\_" or as otherwise instructed by us. Without limiting your responsibility for the proper endorsement of all items or your liability relating to improper or nonconforming endorsements, we have the right but not the obligation to accept nonconforming endorsements, to supply any missing endorsements, and to attempt to collect items with nonconforming or missing endorsements.

**13. Representations and Warranties; Indemnification.** Each time you transmit a deposit using the Service, you represent and warrant to us that:

- a. You are transmitting only Eligible Items for deposit to Eligible Accounts, and you are adhering to any other limits or restrictions we may have placed on your use of the Service.
- b. The transmission conforms with our specifications and quality standards and any applicable industry standards, and does not contain any viruses.
- c. There are no duplicate deposits or checks, and you have not submitted any check previously transmitted to us through the Service or otherwise, unless the check was unable to be processed or was returned by us to you and the original reason for such processing failure or return has since been corrected, such that resubmission is proper.
- d. You will not, nor will you permit or cause any other person to, cause or attempt to cause payment on an item to be made more than once by depositing the original check or an image thereof with the Bank or any other financial institution or otherwise seeking collection or payment in any manner, at any time either before or after your transmission of such check through the Service.
- e. All information submitted is true and accurate, including that each check image accurately represents all pertinent information on the front

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and back as of the time of transmission.

- f. Each check is properly payable to you or a joint account holder and has been properly endorsed.
- g. You make to us all of the transfer and presentment warranties relating to items under the UCC, including that each check has not been altered and that all signatures on it are authentic and authorized.
- h. You are complying with this Agreement and all applicable requirements of law.

You agree to indemnify and hold us harmless from any loss or damage we may incur arising out of your breach of any of the foregoing representations and warranties or any other provision of the Agreement, or relating in any way to our acceptance of images of items you transmit to us using the Service; provided, however, that the foregoing indemnification shall not apply to the extent, if any, that a loss or damage is directly caused by our own material breach of the Agreement or by our gross negligence or intentional misconduct.

14. **Rejected or Unreceived Deposits or Checks.** We may reject and return all or part of any deposit for any reason in our sole discretion, including for your failure to conform to required image quality standards or your failure to provide proper endorsements. Any item we receive will not be deemed accepted for deposit by us until we have determined that it meets all of our normal requirements for continued processing. We will have no responsibility or liability to you or any other person or entity relating to any deposit or portion thereof that we reject. We also will have no responsibility or liability for any deposit or portion thereof which may be lost in transmission or is otherwise not received by us.
15. **Availability of Funds.** Images of items transmitted using the Service will be treated as "checks," and not as any form of electronic deposit, for purposes of determining the timeframe in which we will make the funds from such items available for your withdrawal, as described in detail in the "Funds Availability Policy" section of your Service Agreement. As noted in the Service Agreement, we will notify you if we are going to delay your ability to withdraw any funds beyond the normal times described in our Funds Availability Policy, and we will tell you when the funds will be available.
16. **Check Storage and Destruction; Image Retention.** You are responsible for ensuring that all original checks which have been scanned and transmitted through the Service are securely stored, retained for a reasonable period of time (a minimum of 14 days is recommended), and then disposed of using a reasonable method such as shredding. You are solely responsible and liable for any losses or

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damages resulting from a lack of adequate controls over the checks. Also, we will have no responsibility or liability to you or any other person or entity relating to the unavailability of any original check after you have destroyed it. We retain images of checks processed through the Service for at least the period of time required by applicable law. You may obtain copies upon request to us, for which we may charge a fee. With respect to any imaged item concerning which we request your assistance for any purpose, such as to aid in the collection process, for audit purposes, or in connection with an investigation by the Bank involving an item that (i) is illegible or of poor quality, (ii) is deemed part of an unusual transaction, (iii) is the subject of a dispute, or (iv) is for any other reason the subject of an investigation, you agree to promptly produce either the original item if it is still in your possession or your own image of the item to help facilitate our investigation. If you are unable to provide either the original item or a suitable image, then our image or other information in our records relating to the item shall be deemed conclusive as to the terms of the item. If both you and we provide an image (or the original) of any item and the two differ in any material respect, we will be solely responsible for resolving the discrepancy.

17. **Errors.** You agree to promptly check the correctness of each Account Statement and to notify us immediately of any suspected errors regarding items deposited through the Service. Unless a longer time period is mandated by applicable law, if you do not notify us within 30 days after the date of the Account Statement, such statement shall be deemed correct and final regarding all deposits made through the Service, and you are thereafter barred from making any claim against the Bank for such alleged error.
18. **Returned Items.** As noted above, all items are credited to your Account on a provisional basis, and such credit may be revoked if payment for an item is not received or if the item is returned after initial payment for any reason permitted under applicable law. Any items we accept for deposit through the Service that are unpaid or subsequently returned by the financial institution on which they are drawn will be charged back against your Account and returned to you. You must accept all such returns, regardless of the reason for the return or the form in which it is sent, which may be as a Substitute Check or Image Replacement Document / IRD (legally recognized paper reproductions of the original item) or a digital image or other electronic representation of the information contained on the item. You may be charged deposit reversal fees for any returns, pursuant to our normal policies and Schedule of Fees. If any return or fee results in an overdraft in your Account, relevant provisions of the nonsufficient funds and overdrafts section of your Service Agreement will apply. Please see also the setoff and security interest provisions of the Service Agreement for a description of our rights in connection with any amounts you owe us,

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including our right to recover any such amounts from accounts you have with our Canadian Affiliate, RBC Royal Bank.

19. **Audit Rights and Reports.** You acknowledge and agree that the Bank may need or desire to conduct audits or examinations from time to time to review various aspects of your use of the Service such as your remote deposit capture operations, processes and information technology infrastructure, and your compliance with this Agreement and applicable laws. Upon our request with reasonable advance notice, you agree to provide us with such reasonable access to your records and/or premises (including the right to make and remove copies of records), at mutually agreed upon times, as may be necessary to effectuate the foregoing. Upon our request from time to time, either in addition to or in lieu of our exercising our rights to conduct our own on-premises or remote audits as described above, you also agree to provide us copies or acceptable summaries of any self-assessments, independent audits, test results or other reports, data or information that are relevant to your use of the Service. The Bank agrees to keep any information it receives pursuant to this section confidential, except to the extent that it may be required to disclose the same to its regulators or as otherwise required by law. The Bank reserves the right to require that any self-assessments or independent audits relating to the Service utilize criteria reviewed and approved in advance by the Bank.
20. **Ownership Rights.** You acknowledge and agree that the Bank and/or any third party service provider we may utilize retains all ownership and proprietary rights in the Service and its associated content and technology. You may not copy, reproduce, distribute or create derivative works from the content, and you agree not to reverse engineer or reverse compile any of the technology used to provide the Service.
21. **DISCLAIMER OF WARRANTIES.** UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.
22. **STANDARD OF CARE; LIMITATIONS ON LIABILITY.** WE WILL BE RESPONSIBLE FOR PERFORMING THE SERVICE USING ONLY REASONABLE AND ORDINARY CARE. UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, YOU AGREE THAT OUR LIABILITY TO YOU

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WILL BE LIMITED TO ANY ACTUAL, DIRECT LOSSES OR DAMAGES YOU INCUR THAT ARE DIRECTLY CAUSED BY OUR MATERIAL BREACH OF THIS AGREEMENT OR BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; PROVIDED, HOWEVER, THAT OUR MAXIMUM AGGREGATE LIABILITY RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED \$500.00. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

23. **Changes; Termination.** We may amend this Agreement from time to time. We will normally notify you of any material changes via email or on our website by providing a link to the revised Agreement. Your continued use of the Service after any change becomes effective constitutes your acceptance of the revised Agreement. Further, we reserve the right, at any time in our sole discretion, to modify, restrict, suspend or discontinue the Service or any portion thereof or your use of the Service or any portion thereof, or to terminate this Agreement, immediately and without prior notice to you. Without limiting the generality of the foregoing, we may restrict, suspend or terminate your use of the Service if you have a rate of returned items that we consider excessive. If at any time you no longer wish to continue using the Service, you agree to promptly notify us.
24. **Miscellaneous Provisions.** You may not assign or transfer your rights and obligations under this Agreement or your use of the Service to any other person. We may assign or transfer our rights and obligations under this Agreement in whole or in part, and we may delegate, outsource or subcontract any of our responsibilities relating to the Service or any part thereof, all without notice to or approval by you. This Agreement shall be governed by the laws of the state of Georgia and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. In the event of any conflict between a provision of this Agreement and a provision of the Service Agreement or any other agreement you may have with us, this Agreement will generally control as to the Service, but we will be solely responsible for resolving such conflict. Any provisions of this Agreement which by their inherent nature would be deemed by a reasonable person as intended to survive termination of the Agreement, including without limitation your indemnification obligations hereunder and the applicability of various provisions to deposits transmitted prior to termination, shall so survive.

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## **SCHEDULE A**

### **EQUIPMENT AND SOFTWARE SPECIFICATIONS**

Reference is made to Section 6 of the Agreement for additional information concerning equipment and software. Our current specifications are as follows:

- Workstations: 933MHZ or equivalent and 512 MB RAM.
- Operating Systems: Windows 2000 Professional SP6, XP SP2, Vista, MAC OSX 10.4 and above, Windows XP (32-bit).
- Software: Java Runtime Environment (JRE) (web browser plug-in, free from Sun Microsystems), JRE 1.4.2 or higher for all other scanner driver packages.
- Browsers: Microsoft Internet Explorer version 6.0 or higher, Mozilla Firefox (latest version), Apple Safari (3.0.4 or higher), or Google Chrome (2.0.172.39 or higher).
- Internet Connectivity: Any broadband or DSL type internet access, with a minimum of 128Kbps download speed. Dial up access may be used but system performance is not guaranteed. Dial up should only be used for back up.
- Certified Scanners: TWAIN compliant scanners with TWAIN compliant drivers or TWAIN compliant “All-in-One” copier scanners.
- Mobile Devices: See equipment requirements specified for the application download.

Please note: The stated versions are supported minimums. We generally recommend that you continue to upgrade to the latest versions using the appropriate mechanisms, to take advantage of security and performance enhancements; however, please check with us before doing so to confirm that we are supporting the latest upgrades.