



**SYNOVUS<sup>®</sup>**

# Remote Deposit Capture Service Addendum

**Synovus Treasury Management Services  
Remote Deposit Capture Addendum**

1. **Acceptance of Remote Deposit Capture Services.** By selecting the Remote Deposit Capture Services (the “**RDC Service**”) on the Enrollment Form, you agree to the terms of this Remote Deposit Capture Addendum (the “**RDC Addendum**”) and this RDC Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this RDC Addendum, shall constitute one “**RDC Service Agreement**” for the RDC Service, the terms and condition of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the RDC Service. Customer acknowledges the receipt of a copy of this RDC Addendum and the current Master Services Agreement. This RDC Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this RDC Addendum, the terms of this RDC Addendum will control with respect to the RDC Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Remote Deposit Capture Service.** You may access the RDC Service to make images of checks, cashier’s checks, money orders and bank drafts (official checks) payable to Customer (the “**Checks**”) and digitally transmit such images to Bank for deposit to an Account of Customer with Bank, and to image loan payment coupons and digitally transmit such images to Bank with one or more checks to apply towards the payment of Customer’s loan or loans with Bank. The Accounts to which deposits may be made are designated in the Remote Deposit Capture section (the “**RDC Section**”) of the Enrollment Form and the Loans to which payments may be made are designated in the RDC Section of the Enrollment Form. The remote deposit locations from which deposits may be made are designated in the RDC Section of the Enrollment Form.
3. **Operating Environment.**
  - a. In order to use the RDC Service, you must have the following: (i) a personal computer; (ii) the operating systems in the versions listed on Synovus Gateway or other Web Site designated by us for this purpose or in the Master Services Agreement or in the Service Procedures; (iii) a secure (encrypted) web browser (in the versions listed on the Web Site or in the Master Services Agreement or Service Procedures); and (iv) Internet access through an Internet Service Provider (ISP). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Bank may change these requirements from time to time by posting any change on the Web Site or other notice to you.
  - b. Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
    - 1) An interruption in your electrical power or telephone or Internet service;
    - 2) The disconnecting of your telephone line by your local telephone company or deficiencies in line quality;
    - 3) The disconnecting of your electrical service by the provider of electrical power to you;
    - 4) Any defect or malfunction of your computer, modem, or system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access; or
    - 5)
  - c. We are not responsible for any services relating to your computer other than those, if any, specified in this Agreement.
4. **Required Equipment and Software.** In order to use the RDC Service, you must scan the front and back of each Check using a scanner approved by us (the “**Approved Scanner**”). The Approved Scanner shall fully capture the image of each of the Checks to be deposited or Loan payments to be made; such images are then transmitted to us at Synovus Gateway or other Web Site designated by us for this purpose using software approved and provided by us (the “**Approved Software**”) which you have installed or have had installed on your personal computer (“**your PC**”) or by access to the RDC Service through the Synovus Gateway. Hardware and software requirements to use the RDC Service (in addition to the Approved Scanner and the Approved Software) are set forth in the Remote Deposit Capture User Guide as provided by Bank. We may modify minimum hardware and software requirements for using the RDC Service upon notice to you and you agree to comply with the minimum hardware and software requirements as specified by us from time to time. In the event the Approved Scanner used by you is provided by us for your use and is not purchased by you (and we shall have no obligation to provide an Approved Scanner to you on that basis), you agree that such Approved Scanner will be returned to us at your expense in the event you cease being a customer of ours or in the event you discontinue use of the RDC Service. In addition, in either of such events, you shall return to us at your expense any software which we may have provided to you in connection with your use of the RDC Service. You agree not to use the Approved Scanner or the Approved Software for any other purpose other than those set forth herein.
5. **Transmission of Images.** Customer will visually examine the images and re-scan images, which are totally or partially unreadable, verify and validate the total of the deposit, as reflected by the software application, and transmit the images and totals for each deposit to us via high speed Internet using a secure web browser. You acknowledge and agree that in no event shall any deposit being made hereunder be deemed received until such time as you receive a confirmation of the deposit via email from us. Email confirmation shall be provided to the Administrator or the Authorized Users designated by the Administrator.

6. **Your Representations and Warranties.** As of each date that a Check is scanned, you represent and warrant to us that: (a) each Check is an "item" (as defined in Article 4 of the Uniform Commercial Code) and is acceptable for deposit under the Account Agreement; (b) the Check contains a pre-printed serial number; (c) the Check is accurate, complete, and authentic; (d) the Check was completed and duly signed by the drawer, who is the drawer named on the Check and is not your owner, principal, employee or affiliate; (e) the Check is drawn on a bank or financial institution located in the United States and the drawer is a United States resident; (f) the Check amount is in the exact amount of the goods or services purchased; (g) the goods or services have been delivered to the drawer and have not been returned or disputed; (h) the Check has not been previously scanned or otherwise submitted for deposit; and (i) the Check does not contain computer viruses or other harmful, intrusive, or invasive codes. In addition, you make the same representations and warranties to us with regard to each Check transmitted by you through the RDC Service pursuant to this RDC Service Agreement as you would make under the Uniform Commercial Code if you presented the original check or other item to us, rather than the Checks.
7. **Deposit Services.** If after examination of the Check, we determine that you have processed and transmitted the Check in accordance with the Service Procedures and the Check meets the requirements of this RDC Agreement, we will then process the Check for deposit to the designated Account. We will send confirmation messages to you of deposits received. If you do not receive our notice of receipt within one hour of transmission, you agree to contact your Bank Representative immediately. You agree to retain the originals of all imaged Checks for forty-five (45) days after the date of validation thereof by us and at the end of said 45-day period; you will shred the originals of all such imaged Checks. You agree to safeguard the originals of such imaged Checks until such time as they have been shredded. You agree that we will have no liability or responsibility for any failure to detect duplicate Checks, fraudulent Checks or any errors in Checks or for verifying any dates or data, and that we shall disregard any restrictive notation of any kind.
8. **Location and Time of Deposit; Cut-Off Time and Deposit Limit.** Checks shall be deemed received by us for deposit or payments made for Loans when actually received at our location designated for that purpose, subject to the next two sentences. Checks must be received by us no later than the cut-off time specified in the Service Procedures (the "**Cut-Off Time**"). Checks which are received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Checks are actually received by us. We may, at our option, set a daily dollar amount threshold ("**Deposit Limit**"), and may refuse to accept Checks that exceed the Deposit Limit, or we may accept and process the Checks, in our sole discretion. If we establish a Deposit Limit, you agree not to exceed the Deposit Limit. We reserve the right to change the Deposit Limit and Cut-Off Time, in our sole discretion. Such modifications will be effective immediately and may be implemented prior to your receipt of the newly established Deposit Limit or Cut-Off Time.
9. **Provisional Credit for Deposits.** Upon acceptance of the Checks, the designated Account will be granted provisional credit for the total amount of the processed Checks on the next Business Day. The provisional credit means that the credit is made to the designated Account subject to final payment of the Checks and will be made available as defined under the terms and conditions of our Funds Availability Policy, the Account Agreement, and applicable law.
10. **Processing of Loan Payments.** If you use the RDC Service for processing loan payments, you agree to scan your check for the loan payment in the same manner as is required for each Check and to enter the loan information required by the RDC Service. Upon receipt by us of your loan payment check, your Account will be debited in the amount reflected on the loan payment check and applied toward the payment of your loan. Loan payments are credited to the loan the Business Day after the day we receive your payment. Unless the context requires otherwise, references herein to "Checks" shall also include such loan payment coupons and the checks for payment scanned with such coupons.
11. **Responsibility for Multiple Deposits of the Same Check.** You acknowledge and agree that you will bear sole responsibility and liability in the event of multiple deposits of the same Checks or Loan payments using the RDC Service, whether such multiple deposits or payments are intentional or unintentional and whether resulting from fraud or for any other reason whatsoever, and whether such multiple deposits are made electronically or as paper checks with us or any other financial institution, and you shall take all necessary steps to avoid multiple deposits of the same Check or Loan payments. You agree that the aggregate amount of all such Checks which are deposited more than once shall be debited against your Account, and to the extent funds in your Account are insufficient to cover such amount, then any balance shall be debited by us against any of your other Accounts as determined by us, in our sole discretion. In addition, if you fail to follow our instructions and procedures for the RDC Service, we might not accept the Check for deposit or the processing of the Check may be delayed. Any loss that we incur from a delay or processing error resulting from a missing or irregular endorsement or other markings by you will be your responsibility. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. You further acknowledge that you are fully responsible for the original Checks which are imaged and deposited using the RDC Service and that the liability to the maker of any Check so imaged which may result from your use of the RDC Service or from the necessity of our printing substitute checks from the images thereof transmitted by you to us shall be solely your liability and that we shall have no liability whatsoever therefore. You agree that we have no liability or responsibility for any failure to detect a duplicate Check or loan payment.
12. **Image Quality.** You acknowledge that you are solely responsible for the quality of the image of each Check scanned by you for deposit to your Account. If we determine, in our sole discretion, that the image quality of any Check electronically transmitted by you to us to be deposited to your Account is such that any such Check cannot be processed ("**Rejected Check**"), then you may either re-image the check and resubmit same for deposit to your Account or you may deposit the original of any such Rejected Check. In no event shall we be obligated to process any imaged Check for deposit to your Account unless the image quality thereof is acceptable to us, in our sole discretion, regardless of the number of times you may re-image and resubmit such re-imaged Check for deposit. You acknowledge and agree that we operate under the policy that the legal amount recognition

("LAR"), meaning the amount of the check written in words, shall prevail over the character amount recognition ("CAR"), meaning the amount written in numbers, in determining the correct amount of any Check scanned and submitted electronically by you for deposit in your Account, and you agree to be bound by the amount as so determined.

13. **Presentment of Checks.** Unless otherwise agreed to in writing by us, we will, in our sole discretion, determine the manner in which Checks shall be presented for payment to the drawee bank. Likewise, we will, in our sole discretion, select the clearing agents used to collect and present the Checks and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents and you agree to be bound by all clearinghouse Rules and Regulations, including, without limitation, Regulations of the Board of Governors of the Federal Reserve, Federal Reserve Customer Operating Circulars, and Rules of the National Item Exchange, Small Value Payments Company, Viewpointe and Endpoint Exchange or other clearinghouse association of which we may be a member or to which Rules we have agreed to be bound.
14. **Physical Delivery.** You agree that in the event that you are not able to capture, balance, process, or otherwise transmit Checks to us for any reason, including, without limitation, communications, equipment or software outages, interruptions or failures, you will transport the physical checks and deposits to our branch office and deposit the original checks in person until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at our office shall be governed by the terms and conditions contained in the Account Agreement and not by the terms of this RDC Agreement.
15. **Returned Checks.** We will process and return unpaid Checks in accordance with applicable laws and regulations. If Checks previously deposited are dishonored and returned unpaid by the drawee bank, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this RDC Agreement, the original Check will not be returned and we may charge back an image of the Check to the designated Account to which the Check was deposited. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.
16. **Your Additional Obligations.** You agree to participate in training for the Service, training your staff for the Service and performing or observing the following obligations with respect to the RDC Service:
  - a. You agree to maintain policies, procedures and audit practices sufficient to ensure that the Checks captured and transmitted through the RDC Service meet all of the requirements for legal equivalence under Section 4(b) of the Federal Check Clearing for the 21<sup>st</sup> Century Act ("**Check 21 Act**") and will maintain operating procedures to ensure that the original checks and substitute checks are stored and destroyed in a timely manner and as otherwise required by this RDC Service Agreement, subject to the record retention requirements of this RDC Service Agreement, so as to prevent the representation of a check that a bank, drawer, drawer or endorser has paid. Without limiting the generality of the foregoing, with regard to each image of each Check through the RDC Service, you make the same warranties to us that a bank that transfers, presents or returns a substitute check and receives consideration for the check makes to the transferee, any subsequent collecting or returning bank, the depository bank, the drawee, the drawer, the payee, the depositor, or any endorser under Section 5 of the Check 21 Act.
  - b. You shall retain the Check for a minimum of forty-five (45) days from the date that you receive confirmation of receipt by us, use commercially reasonable security methods to securely store the Checks and all banking information related thereto, and limit access thereto to authorized personnel. Not in limitation of the foregoing, you shall consider whether the following security measures are appropriate and, if so, adopt those appropriate measures:
    - 1) Access controls on customer information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing customer information to unauthorized individuals who may seek to obtain this information through fraudulent means;
    - 2) Access restrictions at physical locations containing customer information, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals;
    - 3) Encryption of electronic customer information, including while in transit or in storage on networks or systems to which unauthorized individuals may have access;
    - 4) Procedures designed to ensure that customer information system modifications are consistent with your security program;
    - 5) Dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to customer information;
    - 6) Monitoring systems and procedures to detect actual and attempted attacks on or intrusions into customer information systems;
    - 7) Response programs that specify actions to be taken when you suspect or detect that unauthorized individuals have gained access to customer information systems, including appropriate reports to regulatory and law enforcement agencies; and
    - 8) Measures to protect against destruction, loss, or damage of customer information due to potential environmental hazards, such as fire and water damage or technological failures.
  - c. Use of the RDC Service is also subject to the applicable Service Procedures, and subject to the provision of specific information required by Bank from time to time to process the RDC Service. You agree that RDC Service will be used only for valid commercial purposes in the ordinary course of your business and not for personal, family, or household purposes or for any person or entity other than Customer. The terms and conditions of your respective Account agreements with us

will also govern your Account relationships with us and, except as expressly varied in connection with the Service, your deposits to your Accounts.

- d. In addition, you agree to train staff to implement these measures and regularly test the key controls, systems, and procedures, as determined by your risk assessment. Tests should be conducted or reviewed by independent third parties or staff independent of those that develop or maintain the security measures.
  - e. On request, you agree to provide us or our authorized representative with access to data in storage that exhibits evidence of a programming error. You further agree to provide sufficient access to your computers and sufficient computer time during mutually convenient times to enable us or our authorized representative to duplicate the problem, determine whether it results from the Approved Software, and after corrective action or replacement has taken place, determine that the problem has been corrected.
  - f. You shall promptly notify us in the event of an actual or suspected security breach or misuse of the RDC Service, the Approved Software, or the Approved Scanner or of any breach of your confidentiality obligations hereunder and shall cooperate with us to minimize the effect of such event.
  - g. You acknowledge that Federal Reserve Regulation CC applies to the RDC Service.
- 17. Approved Software.** The software specified in the Remote Deposit Capture User Guide as provided by Bank shall be purchased or leased by you at your sole expense. You also agree to maintain the Approved Software and to acquire all upgrades or replacement versions thereof at your sole expense. We retain the right to specify different software for use by you in connection with the Service, and you agree to acquire and substitute such new or upgraded software not later than the installation date specified by us after which date we will no longer support any prior version of such software.
- 18. Approved Scanner.** The Approved Scanners listed in the Remote Deposit Capture User Guide are available from various scanner manufacturers. You agree to a monthly maintenance fee or purchase an Approved Scanner and maintain same at your sole cost and expense. We retain the right to specify different hardware for use by you in connection with the Service, and you agree to acquire and substitute such new or upgraded Approved Scanner not later than the installation date specified by us after which date we will no longer support any prior version of the Approved Scanner.
- 19. Internet Security.** You agree to employ a commercially reasonable security technology for transmitting the check images and deposit and loan data to us. In the event of a change in the commercially reasonable standard as a result of technological advancements, you agree to use such security technology as appropriate to satisfy the more current commercially reasonable standard. You agree to audit your security practices and otherwise comply with our rules pertaining to Internet security as set forth in the Remote Deposit Capture User Guide or in the Service Procedures. You acknowledge and agree that such rules may be modified by us, at any time upon notice to you. You agree that if your email system blocks email which is blacklisted by your firewall or any other software, you will assure that our domain is not on any such blacklist and that emails originated from our domain are accepted by your email system.
- 20. Foreign Checks.** Under no circumstances may any foreign checks (meaning a check drawn on or issued by a bank or other financial institution which is not domiciled within the United States or a territory or possession of the United States which clears through the Federal Reserve System) be transmitted through the RDC Service.
- 21. Third Party Checks.** Under no circumstances may any checks made payable to any individual, entity, or party other than Customer (i.e. a third party) be transmitted through the RDC Service.
- 22. Remote Access.** For the purposes of correcting and resolving problems and errors and providing support services for the RDC Service hereunder, you agree to permit us to remotely access your PC, the Approved Scanner, Approved Software, and any other hardware and software required by us from time to time. You agree to comply with all Service Procedures, including, without limitation, any systems security procedures and policies required by us from time to time.
- 23. Audits/Monitoring.** Upon forty-eight (48) hours' notice from Bank, you agree to make your books, records and operations related to handling, storing and/or disposing of Checks available for audit or inspection by Bank, Bank's independent auditors and/or any regulatory authorities having supervisory and/or regulatory authority over Bank.
- 24. Limitation of Liability. Limitation of Liability.** In addition to, and not in lieu of, the limitations of liability set forth in the Master Services Agreement or disclaimer in this RDC Addendum you further agree that you shall remain liable for and that we shall not be accountable to you for any Check that is not received by us or is intercepted or altered by an unauthorized third party. You agree that we shall have no obligation to accept a Check and therefore may reject any Check you submit. We have no obligation to notify you of the rejection of any Check but will make reasonable efforts to do so. We shall have no liability to you for rejection of any Check or for failure to notify you of a rejection. We are not responsible for detecting any errors contained in any Checks created by you and transmitted to us. We are not responsible for examining the Checks to verify any data or dates and will disregard any restrictive notation of any kind. Upon receipt of the Checks, we may examine the Checks to ensure that you have followed the Service Procedures. If you have not followed the Service Procedures or if errors exist in the Check or data contained in the Check, we may, in our sole discretion, reject and not accept the Check or elect to accept and process the Check. We may,

at our option and solely for our benefit, also perform a risk management analysis of Checks to detect potentially fraudulent checks and/or check for viruses and malware, and, in our sole discretion, reject any Check or file.

- 25. Indemnity.** In addition to, and not in lieu of, the indemnification provisions of the Master Services Agreement you agree to indemnify the Indemnified Parties and hold the Indemnified Parties harmless from and against any loss, liability, or expense (including attorney's fees and expenses) imposed, won, threatened or suffered by any of the Indemnified Parties which arise from, result from or in any way relate to any of the following: your use of the RDC Service, negligence or willful misconduct; your breach or violation of any term, provision or representation contained herein; the multiple submission for deposit of imaged Checks using the RDC Service; the submission of fraudulent items using the RDC Service; any equipment or software failure or any disruption in the transmitting of any images or data by you to us; failure to destroy the originals of imaged Checks submitted by you using the RDC Service within the time frame provided for; any misuse of the scanner, your PC or the herein Approved Software by you or by any individual or entity acting on your behalf or within your control; or your failure to comply with any applicable federal and state statutes, rules and regulations in force pertaining to or Services Procedures for the RDC Service or to the deposit of Checks in your Account or the payment of your loans.