

# **Buckeye Community bank**

## **Remote Deposit Anywhere (RDA) Services Agreement**

This Agreement contains the terms and conditions for the use of Buckeye Community Bank Remote Deposit Anywhere. In this Disclosure and Agreement the words “you”, “your”, or “user” mean the (consumer or business) that applied for and/or uses any Remote Deposit Anywhere Services (the “Service”) described in this Disclosure and Agreement. The words “Buckeye Bank”, “us” and “we” mean (Buckeye Community Bank).

### **Acceptance of these Terms**

Your use of the RDA Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. This agreement is subject to change. We will notify you of any material change via e-mail or on our website by providing a link to the revised agreement. Your continued use of the services will indicate your acceptance of the revised Agreement.

### **Use of Remote Deposit Anywhere Services**

The RDA service is designed to allow you to remotely deposit paper checks to your savings, checking or money market accounts by electronically transmitting a digital image of the paper checks for deposit.

### **Hardware and Software**

You agree to comply with the hardware and software requirements set forth in the “System Requirements” as disclosed in the following link, [www.buckeyebank.com](http://www.buckeyebank.com) to include hardware and software requirements that will be used to store information. When using the RDA service, you may experience technical or other difficulties. We cannot assume responsibility for any technical difficulties or any resulting damages that you may incur. Some of the RDA services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue RDA services, in whole or in part, or your use of the Service(s), in whole or in part, immediately and at any time without prior notice to you. In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

### **Compliance with Law**

You agree to use the products and Service(s) for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. You promise to indemnify and hold Buckeye Bank harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

### **Qualifications**

Remote Deposit is available to customers of Buckeye Community Bank that meet the following criteria:

- Customer must be over 18 years of age
- Account must be open for a minimum of thirty (30) days
- Account must be in good standing.
  - Criteria for good standing:
    - Loans cannot be in delinquency status
    - Customer cannot have any charged off loans
    - Customer cannot have derogatory action placed on an account
    - Cannot have excessive NSF history
    - Cannot have ever caused the bank have suffered any loss

### **Daily Limits**

Maximum daily deposits item: 5 per day

Maximum daily amount:           \$2,500.00  
Maximum monthly:                 \$25,000.00

### **Eligible Items**

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Buckeye Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Ohio.

You agree that you will use the services to deposit any checks or other items as described below:

- Each image of a check transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that you remotely deposit through our Service(s), there are no other duplicate images of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- You have not knowingly failed to communicate any material information to us.
- You have possession of each original check deposited using the Service(s) and no party will submit the original check for payment.
- Files and images transmitted to Buckeye Bank will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

### **Unacceptable Deposits**

You agree that you will not use the Services to electronically deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you, unless joint account holders.
- Checks or items containing obvious alteration 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 check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- 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 or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that have been previously returned or re-deposited items.
- Savings Bonds
- Checks made payable to cash
- Personal Money Orders

### **Image Quality**

The image of an item transmitted to Buckeye Bank using the Service(s) must be legible. Any image of a check must accurately and legibly provide all the information on the front and back of the check. The image quality for the check will meet the standards for image quality established by the American National

Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

### **Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Services as:

"For e-deposit only, Buckeye Bank account # \_\_\_\_\_" or as otherwise instructed. Check must be endorsed with signature.

You agree to follow any and all other procedures and instructions for use of the Services as Buckeye Bank may establish from time to time.

### **Receipt of Items**

You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging and/or email notification. We are not responsible for any image that we do not receive. We reserve the right to reject any item transmitted through the Service(s), at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

### **Availability of Funds**

In general, any item transmitted, received and accepted before 4:00 p.m. Eastern Standard Time on a business day will 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. A business day is Monday through Friday, excluding Federal holidays. Funds deposited using the Service will generally be made available on the first business day after the day of deposit. We reserve the right to place a hold on funds deposited as described in our "Funds Availability Disclosure" given to you when you opened your account with Buckeye Community Bank.

### **Rejection of Deposit**

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

### **Deposit Limits**

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

### **Items Returned or NSF**

A notice will be returned to you in the event items are returned unpaid. With respect to any item that you transmit for remote deposit that is credited to your Account, in the event such item is dishonored, you authorize Buckeye Community Bank to debit the amount of such item from the Account plus the applicable return/NSF fees.

### **Disposal of transmitted item**

Upon receipt of a confirmation from Buckeye Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" and to properly dispose of the item to ensure that it is not represented for payment. You agree to retain checks, or a sufficient copy of the front and back of the items, for a period of 14 days and agree to promptly provide these to Buckeye Bank if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or support Buckeye Community Bank audits. After 14 days you agree to destroy the check by shredding it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

### **In Case of Errors or Questions about your Account**

Any remote deposits made through the Services will be reflected on your monthly account statement. You are required to notify Buckeye Bank of any error relating to images transmitted using the Services by no later

than 60 days after you receive the monthly periodic statement that includes any transaction alleged as erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

In case of error or questions about your deposit accounts or RDA service, please contact us at 877-805-2265 or 440-233-8800.

### **Fees**

While there are currently no fees related to the use of the Services, Buckeye Bank, in its sole discretion, retains the right to administer a fee schedule in the future. Please refer to section, Change of Terms, for advance notification related to the administration of possible future fees.

### **Change in Terms**

Buckeye Bank reserves the right to change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your continued use of the Services after receipt of notification of any change constitutes your acceptance of the change.

### **Termination of the Services**

You may, by written request, terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. Buckeye Bank retains the right, at its sole discretion, to terminate Services based on misuse as outlined within this Disclosure and Agreement.

### **Enforceability**

A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

### **Limitation of Liability**

You understand and agree that we will not be responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

### **Warranties**

You understand that Buckeye Bank does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose and non-infringement. Buckeye Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, including that of third parties or Buckeye Bank's use of any of them or arising in any way from the installation, use, or maintenance of YOUR personal computer hardware, software, or other equipment.

### **User warranties and indemnification**

You warrant to Buckeye Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not redeposit or represent the original item.
- All information you provide to Buckeye Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless Buckeye Community Bank from any loss for breach of this warranty provision.

### **Relationship to Other Disclosures**

The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

### **Governing Law**

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Ohio, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Ohio. Venue for all legal action will be in court of competent jurisdiction in Lorain County, Ohio.

**Waiver**

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship**

This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

**Accountholder's Indemnification Obligation**

You understand and agree to indemnify Buckeye Bank and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from use of the Services and/or breach of this Disclosure and Agreement. You agree to ensure your mobile device remains securely within your possession until the deposit has been completed or deleted. Buckeye Bank is not responsible for any deposit information left on your mobile device and/or not transmitted or deleted from your mobile device. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES**

YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (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.

**LIMITATION OF LIABILITY**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY ACTUAL 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 SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BUCKEYE COMMUNITY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.