

KEYBANK BUSINESS ONLINE
CHECK CONTROL FOR BUSINESS SERVICE

Terms and Conditions

As used in these terms and conditions (herein called “Terms and Conditions”) for the Bank’s “Check Control for Business” service on KeyBank’s Website (the “Service”), “Customer” is defined in the KeyBank Business Online Services Agreement on Key.com and “Bank” means KeyBank National Association. Other defined terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the KeyBank Business Online Services Agreement.

Acceptance of Service Agreements

Each time Customer uses the Service, Customer agrees to be legally bound by the terms and conditions of the following service agreements, as amended: (a) these Terms and Conditions, (b) the KeyBank User Agreement For Access to World Wide Website, as amended, (herein called “User Agreement”), (c) the KeyBank Business Online Services Agreement (“KBO Services Agreement”) and (d) any applicable Linking Agreement for Key Business Online Services (“KBO Linking Agreement”). Please read these agreements carefully for applicable terms, including, but not limited to, limitations on liability of Bank. Customer acknowledges receipt of each of the above service agreements or access to these agreements on the Website. For purposes of the KBO Services Agreement and any applicable KBO Linking Agreement, references therein to the term “KBO Service” shall also mean and include the Service under these Terms and Conditions. These Terms and Conditions are considered supplemental to and shall be incorporated into and made a part of, the KBO Services Agreement, and the KBO Services Agreement shall also apply to the Service hereunder.

- 1. Service.** Check Control for Business is a service to mitigate loss from payment of fraudulent checks. Customer will receive a daily report (“Check Control for Business Report” or “Report”) of all checks and authorized drafts payable in U.S. currency (collectively referred to as “Items”) that have been presented for payment to Customer’s account at Bank. Customer will review the Report daily and may instruct Bank to return any Items listed in the Report in accordance with the terms and conditions of this Schedule and such other terms and conditions as provided by the Bank to the Customer from time to time. Items presented at the teller line of a Bank branch office will not be covered by this Service; accordingly, any decision to pay or not pay such Items will not be governed by this Schedule. Nothing in these Terms and Conditions is intended to limit Bank’s right to return an Item unpaid if there are insufficient funds in the account or Bank otherwise determines to return the Item.
- 2. Customer Responsibilities.** Customer will designate which of Customer’s accounts are to be used with the Service. Customer will monitor the Check Control for Business Report every business day for such accounts and will indicate on the Report those Items which Customer reasonably believes are fraudulent or were paid in error, and which Customer is instructing Bank to return within the timeframes established by Bank. Customer agrees that it will instruct Bank to return Items in a timely manner and only in accordance with applicable law.

By choosing this Service, Customer expressly authorizes Bank to rely solely on the instruction of the Customer to return an Item, and agrees that Bank will not be liable for the return of such Item or for any loss, damage, cost or other expense as a result of such return, whether late, made in error or otherwise.

- 3. Procedures.** Customer acknowledges and agrees that the Check Control for Business Report is provided by Bank through KeyBank Business Online ("KBBO") and that Customer must be enrolled in KBBO in order to access the Report. Bank will make reasonable efforts to provide the Report to Customer each business day through KBBO. In addition to the Check Control for Business Reports, Bank may provide Customer with technical requirements, operational procedures, hours of availability, and security procedures regarding the Service. Customer shall follow the requirements and procedures, which Bank may revise from time to time.
- 4. Security Procedures.** Customer and Bank shall comply with mutually agreed security procedures. All data issued in the name of Customer is subject to verification by Bank pursuant to the security procedures. Bank may process a return in the name of Customer when verified by Bank pursuant to such procedures and which Bank reasonably believes to be authorized. Customer shall be responsible for any unauthorized use or disclosure of all security procedure materials entrusted to it. Bank may deliver or disclose security procedure materials to any person designated by Customer as an authorized representative.