

Imaged deposits service certification



Capitalized terms used but not defined below have the meanings given to them in your Business and Non-Personal Account Terms, Disclosures and Agreements Booklet.

4.7.6. Imaged deposit certifications

Each time that you use the Imaged Deposits Service, you agree that you are representing, warranting, and certifying to us the following:

4.7.6.1. Device security certifications

4.7.6.1.1. That, (a) any computer or Mobile Device used by the Company for these Imaged Deposits Services uses a reliable computer virus detection product in order to detect and remove any computer viruses, spyware, malware or similar device, and (b) the Company will immediately notify EverBank if for any reason the Company believes the confidentiality of information, or the security of any computer used to access these Imaged Deposit Services has been or may have been breached.

4.7.6.1.2. If the Company uses Mobile Check Deposit, security precautions are in place to limit access to the Mobile Device(s) used, which may include an access code to unlock the device prior to use.

4.7.6.1.3. If we made arrangements with you to provide, or facilitated the installation of, a scanner, then, without our prior written consent, you have not used that scanner at any physical location other than at the physical location where we provided it to you, or facilitated the installation thereof.

4.7.6.2. General security certifications

4.7.6.2.1. That the Company has established and maintains procedures to safeguard against unauthorized deposits transmissions, and that the Company has taken appropriate steps to maintain the confidentiality of passwords, codes and system access.

The purpose of these procedures and steps is to ensure the following:

- Checks deposited via image are deposited only one time;
- Checks are held in a secure location after imaging and transmission to EverBank until the Checks are destroyed as provided herein; and
- Separation of duties are in place within the Company process and procedures where feasible.

4.7.6.2.2. That the Company maintains the confidentiality of all user logins, IDs, passwords, or codes for accessing and using the Imaged Deposits Service(s).

4.7.6.2.3. That existing and new employees of the Company are trained by the Company in regard to policies, procedures, and obligations associated with the use of the Imaged Deposits Service.

4.7.6.2.4. That the Company maintains contingency plans for making deposits if the Imaged Deposits Service is not available. Such contingency plans may include, but are not limited to, delivering Check deposit(s) to the Company's EverBank account by one of the following: (1) in person, at an EverBank financial center, (2) U.S. Mail; or (3) overnight delivery.

4.7.6.3. Physical security of original checks certifications

4.7.6.3.1. That the Company does and will securely store all original Items for a period of 30 days after the deposit date and that the Company takes appropriate security measures to ensure only authorized personnel shall have access to the original Item, and to ensure the information contained on the Item shall not be disclosed to unauthorized persons.

4.7.6.3.2. That until such time as the original Item is destroyed as provided below, Company will provide to EverBank within five (5) Business Days, any retained Item upon request, to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item or for any other legal purpose.

4.7.6.3.3. That original Items, once scanned for deposit, are not available to be deposited or negotiated in any form and that if a deposited Item is returned for any reason, the scanned and deposited Item replaces the original Item for all purposes and can be scanned for deposit only one time.

4.7.6.3.4. That the Company does and shall destroy the original Item upon the expiration of the retention period specified herein, using commercially reasonable destruction methods, which may include, without limitation, shredding the original Item(s) in such a manner that information contained cannot be read or reconstructed.

4.7.6.4. Notification and responsibility for errors certifications

4.7.6.4.1. That the Company will verify all account transactions and will reconcile any out-of-balance condition, and that the Company will promptly notify EverBank of any errors in the foregoing within the time periods established and in the manner specified herein.

4.7.6.4.2. That the Company assumes full responsibility for the consequences of any errors and any misuse or unauthorized use of or access to the Imaged Deposits Service or disclosure of any confidential information or instructions of the Company's by its employees, agents, third-party processors, or other third parties.