

Account Verification Service (AVS)

PNC's Account Verification Service (AVS) enables the customer to submit bank account and identity verification inquiries. This Service accesses technology provided by GIACT Systems, LLC ("Inquiry Service Provider"), information maintained by Early Warning Services (EWS) and other data providers and sources. By using this Service, the customer must comply with the following terms.

PNC Obligations:

- PNC will enable access to the Service via one or more delivery channels, as implemented by PNC based on the customer's express request.
- In response to each verification inquiry, the Service will provide the customer with information regarding the entity and/or account that is the subject of the inquiry ("Response Data"), which is provided on an "as is" and "as available" basis.
- PNC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS SERVICE.

Customer Obligations:

- For bank account verification, the customer must adhere to applicable laws, regulations and other requirements, including but not limited to the Fair Credit Reporting Act (FCRA).
- For identity verification, the customer must adhere to applicable laws, regulations and other requirements, including but not limited to the Gramm-Leach-Bliley Act (GLBA).
- If the customer is a Financial Services Organization with more than two hundred fifty thousand (250,000) accounts, as defined by the Board of Governors of the Federal Reserve System in Regulation CC, 12 C.F.R. § 229.2(a), the customer must comply with the applicable account Contribution requirements and transmit certain data elements to the bank account verification data source.

Certain Definitions Applicable to this Service

- "Account" means an account as defined by the Board of Governors of the Federal Reserve System in Regulation CC, 12 C.F.R. § 229.2(a), and may also include: a savings account, a money market account, a credit account or a brokerage account held by a consumer or a company at a Financial Services Organization or other business relationship currently existing or pending between a Financial Services Organization and a consumer or a company.
- "PNC AVS Applicable Laws" means all federal, state and local laws and the regulations and guidelines promulgated thereunder, applicable to the marketing, promotion, offering for sale, sale, provision, creation, delivery, transmission and use of this Service, including without limitation any applicable provisions of the Fair Credit Reporting Act of 1970, 15 U.S.C. Section 1681 et. seq. (the "FCRA"), the Fair and Accurate Credit Transaction Act of 2003, Pub. L. 108-159, 111 Stat. 1952, and the Gramm-Leach-Bliley Act (the "GLBA") (including similar state laws and regulations to each of the foregoing) in each case as amended from time to time.
- "Contributor" means an entity, including the customer when the customer transmits certain specific data elements ("Contribution") to the National Shared Database.
- "Documentation" means setup and application forms, system requirements, user guides, data and technical specifications, release notes, exhibits and other materials (as amended) provided by PNC that describe the use of the Service.
- "Financial Services Organization" means an entity that provides banking, insurance and/or investment products and services and is regulated by one or more of the following entities: The Office of the Comptroller of the Currency, Consumer Financial Protection Bureau (excluding non-depository covered persons), National Credit Union Administration, Securities and Exchange Commission, Financial Industry Regulatory Authority (formerly NASD), Federal Reserve, Federal Deposit Insurance Corporation, The Public Corporation for the Supervision and Insurance of Cooperatives in Puerto Rico

(COSSEC), state banking departments or State Insurance Commissioners (Department of Insurance and similarly named organizations).

- “Inquirer” means the customer when the customer provides certain information (“Inquiry Data”) to submit a request (“Inquiry”) to receive Response Data (defined below).
- “Match” means the occurrence of when data elements contained within an Inquiry match against data elements contained within the Participant Data (defined below).
- “Participant Data” means data provided by the customer for use in the Service.
- “Response Data” means information provided back to the customer in response to an Inquiry by the customer.

Compliance:

The customer agrees to comply with all PNC AVS Applicable Laws. The customer will not use this Service for any unlawful or unpermitted purpose. The customer will comply with the documentation that will identify additional requirements for this Service.

The customer will be responsible for the customer’s use of Response Data. The customer agrees that the customer is the end user of the Response Data and will not provide Response Data to any other person or entity, such as the customer’s own customer, for the customer’s customer to use. The customer may not sell, resell, sublicense or otherwise transfer any part of the Response Data to any other person or entity. PNC reserves the right to decline to provide Response Data if PNC believes such Response Data will be used in a manner that is not compliant with the FCRA and/or GLBA.

Inquiries:

The customer may initiate a specific Inquiry for this Service in accordance with the authorized uses and the Documentation. The customer may access the Service through an Application Program Interface (API), upload batch files or through a virtual terminal connection method with PNC.

After the customer submits an Inquiry, if there is a Match, the customer will receive Response Data from the Inquiry Service Provider.

Response Data and the Customer’s Responsibility:

Response Data may include (as applicable): bank account status information on checking or savings accounts from financial institutions; and bank account ownership and authority information.

The Response Data is time-sensitive, as of a point in time, and only intended to be used in connection with the specific Inquiry for which it was requested. The Response Data is provided on an “as is” and “as available” basis. This Service is for the customer’s informational purposes only and the customer is solely responsible for decisions the customer makes based on this information. PNC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS SERVICE.

Contribution:

The customer is not required to be a Contributor or otherwise contribute data elements to be used in the EWS Databases unless the customer is a Financial Services Organization with more than two hundred fifty thousand (250,000) accounts. If the customer is a Financial Services Organization with more than two hundred fifty thousand (250,000) accounts, the customer must comply with the applicable Contribution requirements and transmit certain data elements to be used in the EWS Databases, in accordance with the Documentation.

If the customer is a Financial Services Organization and believes any law or administrative determination restricts or materially and adversely affects the customer’s ability to satisfy the customer’s Contribution requirements, the customer shall promptly notify PNC. PNC may discontinue the customer’s use of PNC AVS immediately and without advanced notice if the customer is required to abide by these Contribution requirements and are unable or unwilling to do so.

In all events, EWS may use Inquiry Data and Participant Data contributed, for the purpose of: (a) preparing statistical reports and conducting data analytics, parsing routines, data modeling and other analyses to test and evaluate EWS's services; (b) developing and providing new services or enhancements to existing services; and (c) developing and providing services to third parties engaged in the business of offering identity theft protection services to consumers, provided that no personally identifiable information shall be returned to any such third parties. The reports and results of the analyses described in clause (a) may be provided to other Inquirers and Contributors, provided that such reports and analyses do not identify specific Inquiry Data or Response Data with respect to any Inquirer or Contributor.

Additional Requirements:

The customer agrees to comply with all the following requirements.

a) FCRA-Related Products (Applicable to Verify, Authenticate) Permissible Purpose and Use:

- (i) The customer understands that if the customer uses Verify and Authenticate services which provides consumer reports that are subject to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), under the FCRA, the customer will only obtain a consumer report if the customer has a permissible purpose to obtain and use the report. The customer certifies that the consumer reports provided under this Agreement may be requested and used only if the customer has a legitimate business need for the information in connection with a business transaction that is initiated by the consumer, or the customer obtains the express written authorization of the consumer to obtain the consumer report. The customer certifies that the customer will request and use the consumer reports for no other purpose.
- (ii) If Verify is selected, the customer agrees that the customer will use the consumer report solely:
 - To validate the existence of an account and all associated data in determining whether to accept or decline a check or automated clearinghouse entry (each an "Item") as payment for goods or services.
 - As a factor in verifying, authorizing or guaranteeing a payment.
 - To cash an Item or provide cash back from a deposit or payment.
 - To decide whether to forward an Item for collection or represent it electronically.
 - To determine whether to allow the account or application to be enrolled for use in connection with future transactions by validating that the account exists and/or is in good standing.
- (iii) If Authenticate is selected and used with Verify, the customer further agrees that the customer will use the consumer report solely:
 - To determine whether to accept or decline an Item as payment for goods or services by validating that the consumer presenting such Item is an authorized account holder, user or signatory of the Account on which such Item is drawn.
 - To determine whether to accept or decline an Item as payment for goods or services by validating that the company name associated with such Item is the company name of the Account on which such Item is drawn.
 - To determine whether to accept or decline an Item as funding for an account by validating that the consumer is an authorized accountholder, user or signatory of the account used or to be used in connection with funding.
 - To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user or signatory of the account used or to be used in connection with the transfer of funds.
 - To determine whether to allow an account to be enrolled for use in connection with future transactions by validating that the consumer is an authorized accountholder, user or signatory of the account.
 - UNDER § 619 OF THE FCRA, ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE

PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN 2 YEARS, OR BOTH.

- (iv) Documentation of Permissible Purpose for Verify and Authenticate. The customer certifies that the customer will rely upon, and retain, the following documentation and/or authorization from consumers as evidence of the customer's permissible purpose:
 - Physical Check presented by Consumer.
 - Electronic Signature of Consumer.
 - Written Authorization from the Consumer (on Signed Application).
 - Written Authorization (by Recorded Voice Authorization).
- b) Notice of Adverse Action and Consumer Dispute Process:
 - (i) The customer understands and agree that under the FCRA, as a user of the consumer report, the customer must provide notice of adverse action in compliance with § 615 of FCRA when the consumer report information provided by PNC serves as the basis for the customer's declination. The notice must include contact information for GIACT, including GIACT's toll free number 1-833-802-8092.
 - (ii) Should a consumer contact GIACT in response to a notice of adverse action or to dispute information furnished by the customer, the customer acknowledges and agree that GIACT may be required to provide additional information regarding the customer. If the customer is a furnisher, the customer will conduct a timely investigation of the dispute and meet FCRA requirements for responding to disputes. If required under the FCRA or requested by a consumer for any reason, the customer has identified contact information regarding the customer's name, address and phone number to be provided by GIACT to consumers. Should the customer's contact information change, the customer must notify PNC and GIACT in writing promptly.
- c) Notice to Users: The customer acknowledges receipt of the Notice to Users of Consumer Reports at <https://www.giact.com/wp-content/uploads/2018/04/FCRANoticeToUsers.pdf>.
- d) Non-FCRA-Related Services: Participant certifies that because the information provided in the Identify Consumer and Business, CustomerID and ESI Services is not consumer report information, Participant will not request or use these Services as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, employment purposes, tenant screening or for any other purpose authorized under the FCRA or similar state or local statute, rules or regulations.
- e) Gramm-Leach-Bliley Act ("GLBA")-Related Products (Identify Consumer, CustomerID) Permissible Purpose and Use: Participant certifies that it will order and use Identify Consumer and CustomerID reports in connection with the following use involving the subject of the report and for no other use: To use in the ordinary course of business to verify the accuracy of information submitted by the consumer to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.