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## QUICKEN® AND QUICKBOOKS® DIRECT CONNECT SERVICE AGREEMENT FOR CONSUMER AND BUSINESS CUSTOMERS

Effective August 27, 2021

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## Introduction

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1. This Agreement is for accessing your PNC Bank accounts through Quicken® or QuickBooks® Direct Connect. This Agreement along with the documents listed in paragraph two (2), explains the terms and conditions governing these Online Services\*. Please read this Agreement carefully and note that different provisions will apply based on whether you are using our Online Services to access personal or business accounts. Also, different fees will apply based on whether you enrolled in Online Services as a consumer or as a business customer. By enrolling electronically or otherwise, and by using any of the Online Services, you agree to be bound by the terms and conditions of this Agreement. This Agreement also contains important information regarding what you should do if you believe that an unauthorized person has gained access to your accounts or an error has occurred. Keep this Agreement for future reference. This Agreement will be governed by the laws and regulations of the Commonwealth of Pennsylvania and the United States, as amended from time to time.
2. Each of your deposit accounts at PNC Bank is also governed by an applicable Account Agreement for Checking and Savings, Consumer Schedule of Service Charges and Fees or Business Checking Accounts and Related Charges and other applicable account documentation, and lines of credit are governed by the applicable line of credit agreement (collectively, your "Account Disclosures"). To the extent applicable, the Account Disclosures also apply to any electronic fund transfers made to or from your accounts by use of any of the Online Services. This Agreement will control, however, in the event of any conflict between the Account Disclosures and this Agreement.

\* "Online Services" means collectively Online Banking, Online Bill Payment, Online Quotes, Quicken/QuickBooks and other computer or telephone banking services which PNC Bank may make available from time to time.

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## Accessing Your Eligible Accounts

By enrolling in Quicken or QuickBooks Direct Connect you will be given access to all PNC Bank accounts of which you are an owner (including joint accounts) and which are considered Eligible Accounts, unless the account you wish to access is an account which requires two (2) or more signatures. Accounts requiring two signatures are not accessible through your Financial Software. Financial Software users will have access to Eligible Accounts as specified below:

Consumer Account Type	Eligible for Quicken or QuickBooks
Foundation Checking	✓
Standard Checking	✓
Interest Checking	✓
Private Banking Checking	✓
Performance Checking	✓
Performance Select Checking	✓
Virtual Wallet	✓ Starting August 2021
Virtual Wallet with Performance Spend	✓ Starting August 2021
Virtual Wallet with Performance Select	✓ Starting August 2021
Virtual Wallet Checking Pro	✓ Starting August 2021
Virtual Wallet Student	✓ Starting August 2021
Standard Savings	✓
S is for Savings	✓
Premiere Money Market	✓
Private Banking Money Market	✓
High Yield Savings	✓
Personal Line of Credit*	✓
Credit Card	✓
Home Equity Line of Credit	Not eligible
Choice Home Equity Line of Credit	Not eligible
<b>SmartAccess</b>	Not eligible
Mortgage	Not eligible
Auto Loan	Not eligible
Personal Loan	Not eligible
Unsecured Installment Loan	Not eligible

Business Account Type	Eligible for Quicken or QuickBooks
Business Checking	✓
Business Checking Plus	✓
Business Checking Preferred	✓
Treasury Enterprise Plan	✓
Non-Profit Checking	✓
Business Interest Checking	✓
Analysis Business Checking	✓
Analysis Business Checking with Interest	✓
Premium Business Money Market	✓
Business Credit Card*	✓
Business Line of Credit*	✓
Business Loans	Not eligible
IOLTA	Not eligible

\*Restrictions may apply

You must designate within your Quicken or QuickBooks software those Eligible Accounts for which you want transactions.

## Terms and Conditions

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### A. General Quicken or QuickBooks Direct Connect Terms and Conditions for All Customers

*This Section A applies to customers accessing either personal or business accounts.*

1. Fees

The fees that you will be charged for accessing Eligible Accounts through Online Services will be based on whether you have enrolled in Online Services as a consumer or as a business customer regardless of whether you are accessing personal or business accounts. Fees for consumers are disclosed in our Consumer Schedule of Service Charges and Fees, while fees for business customers are disclosed in our Business Schedule of Service Charges and Fees.

2. Use of Electronic Mail (email)

Sending email through your Financial Software is a way to communicate with the Bank, as required elsewhere in this Agreement. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen PIN, or to stop a payment). In these cases, do not use email. Instead, consumers must call us at 1-800-762-2035 and business customers must call us at 1-877-BUS-BNKG (877-287-2654). Also, it is important to remember that you cannot use email through your Financial Software to either transfer funds between accounts or to conduct transactions, such as paying bills. To accomplish these activities, please follow the appropriate instructions provided by your Financial Software.

3. Cancellation and Reinstatement of Online Services

If you wish to cancel any of the Online Services, you may call us, or send us cancellation instructions in writing to PNC Bank, CIF Department (Online Banking), P7-PFSC-04-F, 500 First Avenue, Pittsburgh, PA 15219-3128. If you choose to call us, then please call 1-800-762-2035 if you are a consumer or 1-877-BUS-BNKG (877-287-2654) if you are a business customer.

In order to reinstate your Online Services, you must call us at the appropriate number as referenced above. If you do not access your PNC Bank accounts via your Financial Software for any three (3) month period, for your protection, we reserve the right to disconnect your service.

Please see other cancellation requirements in sub-section (E) of this Agreement.

4. Limitations and Priority of Transfers

We may from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of our Online Services, notwithstanding the amount in your accounts. Limits on the number of transactions that you may perform on your PNC Bank savings or money market accounts are described in the applicable Account Agreement for such accounts.

5. Communications from PNC Bank

We will only send information concerning Online Services to the address which you have designated (either in your enrollment or previously in other financial arrangements with PNC Bank) to PNC Bank as your primary address. This is done as a security procedure to help ensure the confidentiality of your Online Banking relationship.

6. Termination, Amendment and Assignment

We reserve the right to terminate or amend this Agreement, or your access to any or all Online Services, at any time with any notice as may be required by law. Additionally, we may terminate this Agreement immediately if you misuse any Online Service.

PNC Bank may assign this Agreement to our parent corporation or to any now existing or future direct or indirect subsidiary of our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

7. Recording of Information and Disclosure to Third Parties

The information and email messages you enter through your Financial Software may be recorded. We may disclose information about your Eligible Accounts, or the transfers, transactions or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us as outlined in the PNC Privacy policy which can be found on pnc.com.

## **B. Quicken Direct Connect Terms and Conditions for Personal Accounts**

*This Section B does not apply to customers accessing business accounts.*

1. In accordance with the terms of this Agreement, we will accept instructions from any person using your PIN to transfer funds or conduct transactions to and from your Eligible Accounts, as permitted by your Financial Software to pay a third party.
2. To access your Eligible Accounts through our Quicken Direct Connect, you must have a PNC Bank checking account.
3. You will be given a system-generated PIN that will give you access to your PNC Bank accounts. You alone will have the ability to change your PIN and we recommend that you change your PIN regularly. PNC Bank is entitled to act on instructions received under your PIN, and you agree that the use of your PIN will have the same effect as your signature authorizing any transaction. For security purposes, we recommend that you memorize your PIN and do not write it down. You are responsible for keeping your PIN, account numbers and other account data confidential. Where you have authorized any other person to use your PIN in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have changed your PIN. You agree that PNC Bank must have a reasonable opportunity to act upon the change of your PIN.
4. Consumer's Liability for Unauthorized Transfers  
For information relating to Consumer's Liability for Unauthorized Transfers, please refer to your Reg E disclosure provided to you when you opened your account.
5. In Case of Errors or Questions about Your Electronic Transfers/ Transactions  
For information relating to errors or questions about your electronic transfers/transactions, please refer to your Reg E disclosure provided to you when you opened your account.
6. Disclosure of Bank's Liability for Failure to Make Transfers  
For information relating to the Bank's Liability for Failure to Make Transfers, please refer to your Reg E disclosure provided to you when you opened your account.

## **C. Quicken and QuickBooks Direct Connect Terms and Conditions for Business Customers**

*This Section C does not apply to customers accessing personal accounts.*

1. In accordance with the terms of this Agreement, we will accept instructions from any person using your PIN to transfer funds from your Eligible Accounts to your other accounts with us or at other banks, or to pay any third party designated by your authorized representatives. PNC Bank is entitled to act on instructions received under your PIN, and the use of your PIN will be considered to have the same effect as the signature of your authorized representative.
2. To access your Eligible Accounts through our Online Services, you must have a PNC Bank business checking account.
3. You will be given a system-generated PIN that will give you access to your Eligible Accounts. This number is strictly confidential and should be disclosed to only those individuals who are required to know it. You shall instruct those individuals that they should not disclose the PIN to anyone. You agree to establish and maintain procedures to assure the confidentiality of your PIN. You alone will have the ability to change your PIN and we recommend that you change your PIN regularly.
4. We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or representatives or unauthorized disclosure or use of your PIN. In the event that you suspect any compromise of security (whether or not involving your employees or agents), you shall promptly notify us and you shall immediately change your PIN.

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5. Limitation of Liability

We shall only be liable for our own negligence or willful misconduct and shall not be responsible for any loss or damage arising from or in connection with (a) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (b) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control including, but not limited to, any inoperability of communications facilities.

You agree to promptly examine all periodic statements of Eligible Accounts affected by transfers and any confirmations of transfers which we or other banks may send or make available to you, and to promptly notify us of any discrepancies between your records and the bank statement we provided. If you fail to notify us of a discrepancy within sixty (60) days of your receipt of any periodic statement or confirmation, we shall not be liable for any direct loss or damage arising from or in connection with any transfer reflected on such periodic statement or confirmation.

In no event shall we be liable for any consequential, incidental, special or indirect losses, damages (including dishonor of checks or other items), or expenses (including attorney's fees) which you incur or suffer by reason of this Agreement or the Online Services provided hereunder, whether or not the likelihood of such losses or damages was known by us.

**D. Online Banking Service through Quicken or QuickBooks**

*This Section D applies to customers accessing either personal or business accounts.*

1. You can obtain balance and transaction history on Eligible Accounts and transfer funds or conduct transactions subject to the limitations on transfers set forth in this Agreement, among Eligible Accounts as permitted by your Financial Software. Balance and activity information as of the close of the previous business day will normally be available by 10 AM (ET) the next day.
2. You can access your Eligible Accounts through your Financial Software seven days a week. Any transfer between your Eligible Accounts initiated by you before 6 PM (ET) on a business day is posted to your account the same day. All transfers completed after 6 PM (ET) on a business day or at any time on a Saturday, Sunday or banking holiday will be posted on the next business day.

**E. Online Bill Payment through Quicken or QuickBooks**

*This Section E applies to customers accessing either personal or business accounts.*

1. You may pay any party located in the United States through your Financial Software, subject to the limitations on transfers set forth in this Agreement. We recommend that you do not use your Financial Software to make payments to the Internal Revenue Service or payments arising from any legal proceeding.
2. We will follow the payment instructions that you provide us and will make all payments for which there are sufficient available funds in your Designated Account. When you enroll in Online Bill Payment, we require that you provide us with the address for the party that you wish to pay (the "merchant"), so that we may carry out your payment instructions. However, from time to time PNC Bank receives instructions from a merchant that direct us, in order to ensure the timely processing of your payment, to send your payment check to an address other than the one that you provided us, or that direct us to make your payment electronically rather than by check, to an account owned by the merchant at a financial institution. When PNC Bank receives such payment instructions from the merchant, we follow those instructions, to help insure that your payment is received by the merchant and promptly credited to your account.
3. You may schedule a bill payment up to one year in advance of its due date. You authorize us to debit your account for the amount of any payment upon receipt by us of your instructions.

You must enter a due date for each payment order. This date is the date that funds will be presented to the payee. For electronic payments this is also the date the funds will be deducted from your bank account. For payments made by paper check, the funds will be deducted from your bank account once the check is presented to the bank. Please note that the due date for any bill payment must be a business day. Your Financial Software will not allow you to schedule payments within four (4) days of the current calendar date. These four (4) business days are needed to process your payment, especially if the payment must be made by paper check and sent through the U.S. postal service. Most merchants require as many as 7-10 business days from the date the payment is received to

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post the check. PNC Bank recommends that you schedule payments at least seven (7) business days in advance of the due date. The latest that a payment may be scheduled is 11:59 PM (ET) on any business day, in order for payment instructions to be carried out the next day. You may find that your payee/merchant may be paid electronically after three consecutive payments and may return to a check payment if there is a month without a payment.

4. To avoid incurring a finance charge or any other charge, you should schedule your payment to arrive in advance of the due date indicated on your bill. **IF YOU SCHEDULE A PAYMENT AFTER THE DUE DATE SET BY THE PAYEE/ MERCHANT, EVEN IF SUCH PAYMENT IS SCHEDULED DURING A GRACE PERIOD, YOU ASSUME ALL RISK PERTAINING TO FINANCE OR ANY OTHER CHARGES THAT THE PAYEE/MERCHANT MIGHT IMPOSE.** Online payments will not include your paper remittance slip, coupon, or stub. Because of that, payments that otherwise would have a paper payment stub, coupon or remittance slip may require additional time to post. Payees/merchants may take longer to process payments that arrive without remittance slips. You acknowledge and agree that Bank shall have no liability for any finance or other charges based upon your request for a payment to be made to a payee/merchant that requires remittance documentation.
5. You can cancel any scheduled payment prior to the date on which the payment instructions are scheduled to be carried out:

If you cancel using the Financial Software, you must send the cancellation instructions no later than 11:59 PM (ET) on a business day which is at least five (5) business days before your payment due date.

*Special Note for QuickBooks Users: If you enter a particular payment order exactly five (5) days before the payment due date, due to a limitation in the QuickBooks software, you cannot cancel that payment through QuickBooks and you must follow the stop payment instructions below.*

If you do not cancel your payment instructions within the time periods set forth above, and you need to cancel a payment, you must call us. Consumers should contact us at 800-762-2035, while business customers should contact us at 1-877-BUS-BNKG (1-877-287-2654). Please remember that PNC Bank must be given sufficient time to act on your stop payment order. If a payment is made to the payee/merchant electronically, and the funds have already been deducted from your account, it is not possible to stop payment. Likewise, if payment is made to a payee/merchant via check and the check has already been cashed by the payee/ merchant, you may not stop payment. Stop payment orders will be effective for six (6) months unless canceled by you and are subject to our current charge for that service. Stop payment orders canceling specific payments to particular merchants will not affect other payments already scheduled at the time of the stop order or future payments that you schedule with those merchants.

6. PNC Bank shall not be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, PNC Bank will not be liable if any third party through whom any bill payment is made fails to transmit or deliver the payment or the payment instructions properly to the intended payee/merchant, or if the payee/merchant or its bank fails to transmit a payment instruction or record a bill payment properly. We will also not be liable if there are insufficient available funds in your Designated Account to cover your payments, or if your Designated Account is close.
7. If, for any reason, you should ever wish to cancel the Online Bill Payment service through your Financial Software, you must cancel all future bill payments at that time (and within the time periods set forth above), as PNC Bank does not automatically cancel future bill payment instructions. You may cancel the future bill payments by deleting these payments through your Financial Software. This will ensure that future bill payments made by you will not be duplicated.

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## **F. Online Quote Service**

*This Section F applies to customers accessing either personal or business accounts.*

1. If your Financial Software contains the capability to receive online quotes, PNC does not guarantee or warrant the accuracy of any information provided by the online quote service and, therefore, we will not be liable to you in any way for your use of the Online Quote service or for any inaccuracies in the information provided.