



## Savings

### Mobile Check Deposit Agreement

#### American Express Personal Savings Mobile Check Deposit Agreement

##### Important Agreement -Please Read Carefully

##### American Express Personal Savings Mobile Check Deposit Service

We are pleased that you have chosen our Mobile Check Deposit service. This service will allow you to take pictures of certain checks that are payable to you or to American Express National Bank and then transmit those pictures electronically to us for deposit to your account pursuant to the terms of this Agreement, instead of depositing such checks to your account by mail. We will then attempt to process and collect these electronically transmitted pictures for payment.

##### Your Agreement with American Express Personal Savings

This document is an agreement between you and American Express National Bank. It establishes the terms and conditions governing the mobile check deposit service that is provided for the deposit account(s) you have with us (your "Account"). Other agreements you have entered into with us, including the Deposit Account Agreement applicable to your American Express National Bank Account(s), are incorporated by reference and made a part of this Agreement. Except in the case of irreconcilable conflict between this Agreement and the Deposit Account Agreement, the Deposit Account Agreement governs and applies to this Agreement and all mobile check deposits you make or attempt to make to your Account pursuant to this Agreement. Please see

[americanexpress.com/personalsavings/deposit\\_terms](https://americanexpress.com/personalsavings/deposit_terms).

Please read this Agreement carefully. When you first use this service to make a mobile check deposit, you will be required to check the box that you agree to the terms and conditions in this Agreement.

##### Amendments and Changes to the Service

We may change any term of this Agreement and/or temporarily or permanently discontinue this Agreement or the service, or the qualifications and requirements of the service, or modify, add and remove features from the service at any time in our sole discretion without prior notice, unless applicable law requires prior notice. After we change a term of this Agreement or a feature of the service, we may condition your use of the service on your re-acceptance of the changed Agreement prior to allowing further use of the service after any amendments. You may reject changes by discontinuing use of the service.

##### Certain Definitions

Mobile Check Deposit is designed to enable you to deposit certain eligible checks (described more fully below) to your Account using a compatible mobile phone, tablet, or other smart wireless electronic device (each referred to as a Mobile Device). A picture of the front and back of the original endorsed physical check (a "Picture"), taken using your Mobile Device, is transmitted to us through your Mobile Device's web browser, together with required accompanying information. To use Mobile Check Deposit, your Account must be in good standing. Successful completion of a Mobile Check Deposit is dependent upon a good-quality original check and a clear photograph of the front and back of the check. You agree that you



## Savings

are responsible for accurately photographing the front and back of the check according to our instructions. In order to use the service, you must obtain and maintain, at your expense, compatible hardware (e.g., a smartphone or tablet with suitable photographic capability) and software, have access to the Internet, and have downloaded the required software through authorized distribution channels and installed it on your Mobile Device. Any such third-party hardware and software is subject to the terms and conditions of the agreements you enter into directly with the third-party providers.

### Limitations of Service

When using the service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Maintenance to the service may be performed from time to time, resulting in interrupted service, delays, or errors in the service. We shall have no liability for any such interruptions, delays, or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

We are not liable for any checks we do not receive or for any images that are not readable. We shall have no liability for any alterations to or loss of the original check after the check image has been transmitted to us by you.

### Eligibility

To be able to make a mobile check deposit into your Account, you must agree to these terms and conditions before you are able to proceed to Mobile Check Deposit. In addition, and at our discretion, we may establish customer eligibility requirements to use the Mobile Check Deposit Service. We may further establish limits on the amount and frequency of deposits. We may change such eligibility requirements and deposit limits without prior notice unless applicable law requires prior notice. If a deposit exceeds current limits, it will not be processed.

### Eligible Accounts

You can use Mobile Check Deposit to deposit funds to any High Yield Savings Account owned by you and in good standing. You can also use Mobile Check Deposit to fund a new Certificate of Deposit account owned by you and in good standing. IRA accounts are not eligible for Mobile Check Deposit.

### Eligible Checks

In order for a check to be accepted and processed using Mobile Check Deposit, it must be payable in US Dollars; include on the front of the check (i) a magnetic ink character recognition (MICR) line containing a complete U.S. routing and account number, and check serial number; (ii) the preprinted name and address of the drawer (maker) of the check; (iii) a preprinted check serial number; and be drawn on an account held at a financial institution's deposit-taking office in the United States, APO/FPO, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa or Northern Mariana Islands. These checks must be either made payable to you or American Express National Bank, be signed and dated by the drawer (maker), and contain a restrictive endorsement as described below. (Please also see "Non-Eligible Checks," below.)

Before you make a Mobile Check Deposit, please restrictively endorse the back of the check by including the words **"For Mobile Deposit Only at AENB"** and sign below it.



## Savings

### Non-Eligible Checks

The following checks are not eligible for Mobile Check Deposit:

- Checks that are more than 6 months old;
- Checks with any known or suspected alteration or which you know or suspect, or have reason to know or suspect, are unauthorized, fraudulent, or uncollectible;
- Unendorsed or improperly endorsed checks;
- International checks;
- U.S. Savings bonds;
- Money orders;
- MoneyGram;
- Counter or starter checks (without the bank routing number, account number and check serial number encoded at the bottom);
- Convenience checks (checks drawn against lines of credit, credit card accounts, or other forms of loan accounts);
- Checks drawn on investment or securities companies or drawn against investment or securities funds or accounts;
- Travelers checks;
- Checks that have already been deposited or submitted for deposit (whether to your Account or to another account of yours with American Express National Bank or another financial institution) by any means (including without limitation the U.S. mail or Mobile Check Deposit);
- Checks that have already been returned (whether due to insufficient funds or for any other reason);
- Checks that have already been converted to an image or copy; or
- Remotely created checks (checks that are not created by the paying bank and that do not include the signature of the drawer (maker) on whose account the check is drawn).

By submitting a Picture of a check to us, you warrant to us that you have no knowledge or suspicion and no reason to know or suspect that the check is a non-eligible check.

### Endorsement requirements

In order for a Mobile Check Deposit to be accepted, it must be endorsed by you (and any other endorsement supplied by a co-payee). The endorsement must be in the designated area within 1 and 1/2 inches of the right side of the check as viewed from the back. Payee or customer information must not be on any other part of the back of the check.

To restrictively endorse your check please write on the back of the check **“For Mobile Deposit Only at AENB”** and **sign below it**. We reserve the right to reject any check not meeting our restrictive endorsement requirements.

Important additional information regarding endorsement requirements is provided in the Deposit Account Agreement.

### Mobile Check Deposit Limits



## Savings

Mobile Check Deposit is limited to a maximum of 6 checks and a total of \$50,000 (or any lower or higher limits we may impose from time to time) per customer (whichever occurs first) during the seven calendar days that immediately precede and include the day of your most recent actual or attempted Mobile Check Deposit. Individual checks cannot exceed \$25,000 (or any lower or higher limits we may impose from time to time). Current weekly and per-item limits will be accessible by selecting the "?" icon displayed in the upper-right portion of the Personal Savings Mobile Check Deposit page on your mobile browser. You are only permitted to make one single account-opening funding deposit into a CD account. If you desire to deposit a check that exceeds the applicable limits, you can mail the check to us for deposit, subject to the "Deposits by Mail" section of the Deposit Account Agreement at:

American Express National Bank,  
P.O. Box 30384, Salt Lake City, Utah 84130

### Image Transmission Requirements

Any Picture you transmit to us must meet all prevailing industry and regulatory requirements for Mobile Check Deposits (as those requirements may change from time to time) and we must be able to read and convert (at a minimum) the bank routing number, account number and check serial number encoded at the bottom of the Picture using our optical scanning hardware and software.

When you Transmit a Picture to us, you agree that the Picture is an "item" as defined by the UCC and is the legal equivalent of the Eligible Item for all purposes including our qualifying as a holder-in-due-course for it as described by the UCC. We can attempt to process, collect, present for payment, return or represent your Pictures in any way we choose that is allowed by law, including as electronically presented checks, in our sole discretion.

If a Picture does not meet all of our Mobile Check Deposit processing requirements, we can choose to, without any liability to you: (i) refuse to accept the Picture; (ii) process the Picture as received; or (iii) process the deposit for payment in another format as allowed.

### Communications

All of your Pictures are subject to our further verification prior to being accepted for deposit and final payment after deposit. When you successfully Transmit a Picture to us, we will confirm that we have received your Picture. Our confirmation does not mean that your transmission and deposit are complete.

Once you submit your Mobile Check Deposit, you will receive an email that your Mobile Check Deposit has been received and is being reviewed. After the review, you will receive an email notifying you of one of the following outcomes:

1. The Mobile Check Deposit has been "accepted" by us for processing, which indicates the Picture of the check appears to be acceptable for processing.
2. The Mobile Check Deposit has been "accepted" by us for processing for an amount different than what you manually entered (although we will ask you to type in the amount of the check in your browser at the time you submit a Picture for Mobile Check Deposit, the amount shown



## Savings

in words on the check image controls, and we reserve the right to correct your manual entry to reflect the amount shown on the check); or

3. The Mobile Check Deposit has been rejected by us for processing, along with the reason for rejection.

### Your Handling of the Original Eligible Check

After submitting a Picture of a check to us, you must keep the original check in a safe place for the longer of a period of [30] days from the date of deposit, or until you see the credit in your online account or on your account statement for that check. During that period, we may ask you, and you agree, to provide us with the original check (if, for example, the paying bank deems the Picture insufficiently legible). At the completion of that period, you agree to dispose of the original check by securely destroying or shredding it.

### Your Mobile Check Deposit Funds Availability

Once your Mobile Check Deposit is "accepted" by us for processing (see Communications, above), your deposit will be processed and generally available for withdrawal from your High Yield Savings Account as follows:

- If your Mobile Check Deposit is "accepted" by us for processing by 3:00 PM Eastern Time on a business day, we will consider that business day to be the day of your Mobile Check Deposit.
- If your Mobile Check Deposit is "accepted" by us for processing after 3:00 PM Eastern Time or on a day that is not a business day, we generally will consider the Mobile Check Deposit received on the next business day.
- Funds from a Mobile Check Deposit will generally be available for withdrawal from your High Yield Savings Account on the fifth business day after we receive the Mobile Check Deposit. However, for new High Yield Savings Accounts less than 90 days old, funds from a Mobile Check Deposit will generally be available for withdrawal on the 11th business day after we receive the Mobile Check Deposit. (We will not consider a High Yield Savings Account to be new for this purpose if each account holder of the High Yield Savings Account has had, within 90 days before the High Yield Savings Account is established, another High Yield Savings Account with us for at least 90 days.)

To be notified when the deposited funds are available in your account, please log in to your account, go to the "Alerts" tab, and select "Notification of Each Deposit/Withdrawal," select the email option, then submit. This way, you will be notified of all future deposit and withdrawal transactions.

### Our Right to Reject Deposits

We reserve the right to reject any Mobile Check Deposit, at any time, without any liability to you. In addition, we may reject a Mobile Check Deposit even if it was initially accepted for processing. In the event we determine to reject a Mobile Check Deposit, any amount that was provisionally added to your account balance from that Mobile Check Deposit will be reversed. We reserve the right to accept a Mobile Check Deposit for deposit or on a collection basis. We will not be liable to you for rejecting a Mobile Check Deposit, even if it causes us to decline any transactions you have already made. You agree that if we reject



## Savings

a Mobile Check Deposit, you may need to contact the original drawer (maker) of the check and request a replacement check.

### Depositing Substitute Checks

A substitute check is a copy of a check that is the legal equivalent of the original check. When you make a Mobile Check Deposit, if your deposited mobile check is returned to us unpaid, you may receive a substitute check. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will be held responsible to pay us that amount.

### Security

You are responsible for protecting the device you use for mobile deposit (your Mobile Device) against unauthorized use as well as any losses and damages from unauthorized access. You will protect your Mobile Device, set up strong passwords and take other reasonable security precautions to protect your Mobile Device from unauthorized use. We are not responsible or obligated for any of these security precautions.

You will also: (1) keep your passwords secret and change them regularly; (2) limit access to your Mobile Device and passwords to those who have a legitimate need for them; (3) supervise all people that you allow to use the Mobile Check Deposit service; (4) regularly monitor access and use of the service, including promptly reviewing your account statements; (5) tell us immediately when your Mobile Device is lost or stolen or you believe there has been any unauthorized activity involving the service; and (6) promptly change your passwords and remove anyone who is no longer authorized to use the service.

You agree that if another person uses the Mobile Check Deposit service with your Mobile Device, you will be responsible for their actions on the account as well as anyone else they allow to use your Mobile Device. This will be true even if you did not want, or agree to, their use.

By using the Mobile Check Deposit service, you accept the risk that a Picture may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected Picture or any other information disclosed through such interception or misdirection.

### Our Right to Charge Back

When you make a Mobile Check Deposit, we act only on your behalf. We try to identify and prevent fraudulent transactions; however, we have no liability to you to determine if any check you deposit is forged, counterfeit, altered, improperly endorsed or otherwise improper.

We have the right to charge back against your account(s) any Mobile Check Deposit you made if the paying bank refuses to pay or honor the check (including any automated clearing house (ACH) transaction or onetime electronic fund transfer we may have used to process the Mobile Check Deposit) for any reason. If that happens, we will subtract the funds from your Account(s). We may also suspend your Account(s) and place a hold on your funds if a Mobile Check Deposit is suspected to be unauthorized, fraudulent, or uncollectible.



## Savings

### Errors

You agree to notify us of any suspected errors regarding checks deposited through the service right away, and in no event later than [60] days after the applicable account statement is sent. Unless you notify us within [60] days, such statement regarding all deposits made through the service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

### Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions of Pictures, and resolution of claims and disputes relating to or arising from Mobile Check Deposits, including by providing, promptly upon request and at your own cost and expense, any originals or copies of checks deposited through the service in your possession and your records relating to such checks and Picture transmissions. This paragraph survives cancellation of the service for your Account and termination of your Account(s).

### User Warranties & Indemnification

In addition to the "Indemnification" provision in the Deposit Account Agreement, you will indemnify, defend and hold us harmless for any loss or causes of action for your breach of any promises you make to us in this Agreement or otherwise, as well as any warranty or indemnity we provide in connection with the processing, collection, presentment for payment, return or re-presentment of a Picture or check transmitted to us using the service.

In addition, you warrant to us that:

1. You will only submit Pictures that accurately represent all of the information on the front and back of the original eligible checks as of the time you submit such Pictures to us.
2. You will only submit Pictures of eligible checks, not of any non-eligible checks.
3. You will not deposit or attempt to deposit, cash, or negotiate any original check with us or any other financial institution, or give the original check to anyone else, after you submit a Picture of the check to us.
4. You will inform every drawer (maker) of an eligible check you intend to deposit using the Mobile Check Deposit service that the check may be processed as a one-time electronic fund transfer (ACH) from the drawer's account.

The above warranties survive cancellation of the service for your Account and termination of your Account(s).

### Ownership & License

You agree that we retain all ownership and proprietary rights in the service, associated content, technology, [mobile application], and applicable website(s). Your use of the service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the foregoing, you may not use the service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the service only for non-business, personal use in accordance with this agreement and the Deposit Account Agreement. You may not copy, reproduce, distribute or create derivative works from the content



## Savings

and agree not to reverse engineer or reverse compile any of the technology used to provide the service. You agree not to transmit any virus or other disabling feature that may have an adverse impact on the service, its associated content, technology, or website(s).

### Termination

We may terminate this Agreement and the Mobile Check Deposit service at any time and for any reason, without advance notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the service for any unauthorized or illegal purpose or in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us.

### Assignment

You cannot assign this Agreement or your rights and obligations under it to someone else without our express written permission. We can assign this Agreement and our rights and obligations to someone else without your permission or prior notice to you. They will then take our place under this Agreement.

### Disclaimer of Warranties

YOU AGREE YOUR USE OF THE SERVICE 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 SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (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 SERVICE OR TECHNOLOGY WILL BE CORRECTED.