

# **AMERICAN EXPRESS NATIONAL BANK**

## **Mobile Check Deposit Agreement**

Important Agreement - Please Read  
Carefully

### **American Express Mobile Check Deposit Service**

We are pleased that you have chosen our Mobile Check Deposit Service (the “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 (“Mobile Check Deposit”) into your eligible Consumer Deposit Account (“Account”) pursuant to the terms of this Mobile Check Deposit Agreement (“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 National Bank**

This Agreement is between you and American Express National Bank (“we”, “us”, or “AENB”). It establishes the terms and conditions governing the Service that is provided for eligible Account(s) that you have with us. Other agreements you have entered into with us, including the American Express Consumer Deposit Account Agreement (“Deposit Account Agreement”) and applicable product-specific Schedules, are incorporated by reference and made a part of this Agreement. Defined terms in this Agreement have the same meaning as in

the Deposit Account 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 [go.amex/depositsdaa](https://go.amex/depositsdaa).

Please read this Agreement carefully. By using this Service to make a Mobile Check Deposit, 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 (and provide notice to the extent required by law), your further use of the Service will constitute your acceptance of the change in term(s). 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**

The Service 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 photograph of the front and back of the original endorsed physical check (a "Picture"), taken using your Mobile Device, is transmitted to us through the Amex App, together with required accompanying information. To use the Service, 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 Picture of the front and back of the check. You agree that you 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., Mobile Device 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. We assume no responsibility for defects, failures, or incompatibility of the Service with your Mobile Device, your internet connectivity, or other hardware or software used in connection with the Service, including any third-party software you may need to use the Service. We have no obligation to make the Service available on any particular Mobile Device. We may disable the Service on any Mobile Device in our sole discretion. We might do this if we have concerns about the security of information transmitted through such Mobile Device.

## **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 or Pictures that 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**

At our sole discretion, we may establish customer and Account eligibility requirements to use the Service. Additionally, limits on the amount and frequency of deposits may apply. We may change such eligibility requirements and deposit limits without prior notice unless applicable law requires prior notice. If a deposit exceeds then-current limits or does not meet then-current eligibility requirements, the deposit will not be processed.

## **Eligible Accounts**

You can use the Service to deposit eligible checks to an eligible Account owned by you.

We may from time to time update requirements for eligible Accounts at our discretion. Please see our FAQs in the Amex App to see the most current requirements for Accounts eligible for the Service.

## **Eligible Checks**

In order for a check to be accepted and processed using the Service, it must be payable in U.S. 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. 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.)

## **Non-Eligible Checks**

The following checks are not eligible for Mobile Check Deposit:

- Checks that are more than six (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)
- Traveler's 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 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. We reserve the right, in our sole discretion, to accept for remote deposit certain ineligible checks from time to time.

## Endorsement requirements

In order for a Mobile Check Deposit to be accepted, it must be endorsed by you (and any other co-payee). The endorsement must be in the designated area on the back of the check. Payee or customer information must not be on any other part of the back of the check.

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

## Mobile Check Deposit Limits

Limits may be imposed on the value of individual Mobile Check Deposits, the number of Mobile Check Deposits that can be made per time period, or the total value of Mobile Check Deposits per time period. Limits can be raised, lowered, added, removed, and/or waived at our discretion at any time, subject to any requirement that we notify you of the change. Current dollar limits for Mobile Check Deposits are as follows:

<b>High Yield Savings Account (HYSA)</b>	<b>Rewards Checking</b>
<ul style="list-style-type: none"><li>• \$25,000 per check</li><li>• \$50,000 per day</li><li>• \$200,000 per rolling 30-day period</li></ul>	<ul style="list-style-type: none"><li>• \$5,000 per check</li><li>• \$5,000 per day</li><li>• \$15,000 per rolling 30-day period</li></ul>

These limits can also be found in the Amex

App at the time of entering a deposit amount.

Mobile Check Deposit transactions that are received electronically and rejected will be counted towards your per-period dollar limits.

If you desire to deposit a check that exceeds the applicable limits or that is otherwise not eligible for deposit through the Service but is eligible for physical deposit, you can mail the check to us at the applicable address listed below. Deposits by check are subject to the "Deposits by Physical Check" section of the Deposit Account Agreement at [go.amex/depositsdaa](http://go.amex/depositsdaa).

<b>High Yield Savings Account (HYSA)</b>	<b>Rewards Checking</b>
American Express National Bank P.O. Box 30384 Salt Lake City, Utah 84130-0384	American Express National Bank P.O. Box 31492 Salt Lake City, Utah 84131-0300

## **Image Transmission Requirements**

Any Picture you transmit to us must meet all applicable 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 Uniform Commercial Code (“UCC”) and is the legal equivalent of the original 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, or as a one-time electronic funds transfer (“EFT”) from the drawer’s account, in our sole discretion.

If an Item or a Picture of an Item does not meet all of our Mobile Check Deposit processing requirements, we may choose to, without any liability to us: (i) refuse to accept the Item and Picture of the Item for deposit into your Account; (ii) process the Item/Picture of the Item as received; or (iii) process the Item for deposit in another format as allowed by law. If there is a discrepancy between the dollar amount shown in words and the dollar amount shown in numbers on an Item, we will use the dollar amount shown in words.

## **Confirmations and Communications**

All of your Pictures are subject to our further verification prior to being accepted for deposit and final payment after deposit. Once you successfully submit your Mobile Check Deposit, you will receive a confirmation message. The check will then be received by us for review. If the check meets requirements as set forth in this Agreement, it will be considered “accepted” by us for processing. You will receive an email communication notifying you if the Mobile Check Deposit has been rejected by

us for processing along with the reason for rejection.

Communications from us regarding the status of your Mobile Check Deposit may be modified, added, or removed from the Service at any time in our sole discretion.

## **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) 30 days from the date of submission, or (b) credit for that check deposit appears in your Account statement. 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 Confirmations and Communications, above), your deposit will be processed and generally available for withdrawal as outlined in the Funds Availability section of your product-specific Schedule at [go.amex/savingschedule](https://go.amex/savingschedule) or [go.amex/checkingschedule](https://go.amex/checkingschedule).

If you make a Mobile Check Deposit by 5:00 PM ET on a Business Day, we will consider the deposit to be received on that day. If you make a Mobile Check Deposit after 5:00 PM ET or on a non-Business day, we will

consider the deposit to be received on the next Business Day.

For HYSA Accounts only: Funds from a Mobile Check Deposit will generally be available for withdrawal no later than the fifth business day after we receive the deposit. However, for new Accounts less than 90 days old, funds from a Mobile Check Deposit will generally be available for withdrawal no later than the 11th business day after we receive the Mobile Check Deposit.

### **Our Right to Reject Mobile Check 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 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 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 Picture (or a deposit transaction that uses or is based on the Picture) 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 Mobile Device you use for the Service 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 nor 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 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.

Unless prohibited by applicable law, you agree that if another person uses the 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 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 one-time EFT 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.

## **Errors**

You agree to notify us promptly of any suspected errors regarding checks deposited through the Service. We will review and process errors in a manner consistent with your Deposit Account Agreement and applicable laws and regulations.

## **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, the Account owner, 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:

- 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.
- You will only submit Pictures of eligible checks, not of any non-eligible checks.
- 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.

- You will inform every drawer (maker) of an eligible check you intend to deposit using the Service that the check may be processed as a one-time EFT 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) and you acquire no rights, title or interest in the Service or the intellectual property rights in or to the Service. 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 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 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 NONINFRINGEMENT. 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.

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