

## Discover Mobile Check Deposit Service

### User Agreement Addendum

**1. General.** This Mobile Check Deposit Service User Agreement Addendum ("User Agreement") contains the terms and conditions for the use of Discover Mobile Check Deposit Service ("Mobile Check Deposit" or the "Service") that Capital One, N.A., and/or its affiliates (collectively, "Discover", "us," or "we") may provide to you. Discover is a division of Capital One, N.A. This User Agreement amends and becomes part of the Discover Deposit Account Agreement and the Account Center (Banking) Agreement (the "Account Center Agreement"). The Deposit Account Agreement and the Account Center Agreement are collectively referred to as "Other Agreements". In the event of a conflict between the terms and conditions of this User Agreement and those in the Other Agreements, the terms and conditions of this User Agreement will prevail for the purposes of Mobile Check Deposit only. "Business Days" are Monday through Friday excluding Federal Reserve holidays. Use of Mobile Check Deposit constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time-to-time. We will notify you of changes in accordance with the terms of the Account Center Agreement, and your continued use of the Service will indicate your acceptance of any changes. If you have questions regarding this Service, you may contact us at 1-866-245-7419.

**2. Description of Service.** Mobile Check Deposit enables you to use a compatible mobile device to upload an image of a check or other eligible paper item for deposit to your Discover checking, online savings, or money market Accounts. There is no charge for the Service.

**3. Checks Eligible for Deposit.** All checks submitted for deposit must be payable to you in U.S. currency, must be in English, other than personal information, and must be drawn on a financial institution located in the United States or issued by a federal, state or local government.

The following check types are eligible for deposit using Mobile Check Deposit:

- Personal checks
- Business checks
- Cashier's checks
- Official bank checks
- Certified checks
- Teller checks
- U.S. Treasury checks
- Other Federal government checks (for example, Federal Reserve Bank checks, Federal Home Loan Bank checks), and State and local government checks

The following items are not eligible for deposit using Mobile Check Deposit:

- Money orders
- Traveler's checks
- Savings bonds
- Checks drawn on foreign institutions located outside of the United States or in a language other than English

- Checks payable to any person or entity other than you
- Substitute checks (as defined in Regulation CC and also known as "image replacement documents")

For checks deposited using Mobile Check Deposit, you must ensure the following requirements are met:

a. the image you upload is legible, and includes the front and back of the check and the Magnetic Ink Character Recognition (MICR)-line information (e.g. routing number, account number printed at the bottom of the check); b. the check is denominated in U.S. dollars; c. the check is in English, other than personal information; d. the check is payable to you, has all required endorsements (and includes "For Deposit Only" in the endorsement) ; e. the check is not post-dated; f. the check is not submitted for deposit after any expiration date listed on the check, and is not dated more than six (6) months prior to the date of deposit; g. the check has not previously been presented for payment through us or any other financial institution; and h. information from the item has not been used to create an electronic payment.

Check images that do not conform to these requirements or any requirements as established from time-to-time by the Federal Reserve Board or any other applicable regulatory agency, clearinghouse or association, could be subject to a processing delay or rejection.

**4. Your Representations to Us.** Through your use of Mobile Check Deposit, for each check deposited, you represent and warrant to us that:

- a. you are submitting an eligible check that meets all of the requirements described above;
- b. you will not re-deposit the check to us or any other bank or service or entity, unless we advise you to do so;
- c. you will not endorse this check to any other individual or entity, or provide the check information to another person to create an electronic payment; d. the check image is a complete and accurate representation of the front and back of a negotiable check that you are entitled to enforce; e. you have not presented the check or check image for deposit anywhere else and we will not sustain a loss in the instance that the check was deposited elsewhere; and f. all signatures on the check image are authentic and authorized, the check has not been altered, and the check does not contain any other information that is fraudulent or unauthorized by the purported maker of the check.

**5. Deposit Limits.** We reserve the right to impose single and aggregate limits on the amount(s) and/or number of checks that you deposit using Mobile Check Deposit on a daily and monthly basis, by account types, and based on a variety of other factors. The amount you will be able to deposit will be enforced on a customer level or account level. If you have exceeded any limits that might apply to your use of Mobile Check Deposit with your Account(s) a message within Discover's mobile application for the Account Center ("Mobile App") will notify you and you will be prevented from depositing checks through the Service until the limit is no longer exceeded. If you exceed the applicable limits, you can mail your checks for deposit to us. We reserve the right to modify these limits from time-to-time, based on factors that we deem to be relevant. We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you.

**6. Receipt of Checks.** All checks received by us through Mobile Check Deposit are subject to review before posting to your Account. We have the right to modify your deposit instructions if we find an error in those instructions. Such changes may include, for example, correction of a deposit amount or correction of a bank routing number. A check deposit shall be deemed received by us when you receive an email confirmation from us that we have received it. Receipt of such confirmation does not ensure that the transmission was error-free or complete. Checks received by us by 6:30 pm Eastern

Time on a Business Day will be posted to your Account the same day, unless rejected by us. Checks received by us any time on a non-Business Day or after 6:30 pm Eastern Time on a Business Day will be posted to your Account as of and considered received on the next Business Day after the day of your transmission, unless rejected by us. If we reject a check, we will notify you in the Discover Mobile App. After your check has been submitted in the Mobile App, we may further review it and then either (a) post it to your Account and consider it received for deposit potentially on another Business Day, or (b) notify you of the rejection through the Secure Message Center (SMC), which can be accessed by logging into the Account Center at Discover.com or using the Discover Mobile App.

By uploading a check image, you agree that we are authorized to treat that check image as though it is the original paper check, except for purposes of funds availability. The manner in which the checks are cleared, presented for payment, and collected shall be in our sole discretion subject to the Deposit Account Agreement governing your Account.

**7. Availability of Funds.** Checks transmitted using Mobile Check Deposit are NOT subject to the funds availability requirements of Regulation CC. You may check the Account Center or Mobile App for the status of your deposit and the availability of funds for withdrawal.

Funds availability is determined in part by whether a customer is considered to be a New Customer or an Existing Customer. The definition of "New Customer" means a customer who has not had a checking, savings or money market account with Discover open and funded for at least 30 days. The definition of "Existing Customer" means a customer who has had a checking, savings or money market account with Discover open and funded for at least 30 days.

Funds from eligible checks deposited using Mobile Check Deposit will be available for withdrawal as follows:

**For a New Customer,** your check deposit will be available generally no later than the fifth business day after your deposit date. This applies to all Check Types (e.g. Treasury checks, special checks\*, checks drawn on Discover, and other checks)

**For an Existing Customer,** funds from your check deposit will be available generally as follows:

Check Type	Business Day of Deposit	Business Day 1 after your deposit date	Business Day 2 after your deposit date	Business Day 5 after your deposit date
Checks Drawn on Discover			Full Amount of the Deposit	
U.S. Treasury Checks, Special Check*, and Other Checks	Up to \$275		Next \$6,450	Remainder

\*Federal Reserve Bank, Federal Home Loan Bank, cashier's, official, certified, teller, state and local government checks

**For New Customers and Existing Customers:**

Discover reserves the right to make funds available sooner than the time frames described above. The availability of funds from checks deposited may be delayed for a longer period of time as provided in Section 15(a)(ii) of the Deposit Account Agreement. Other than the availability time frames set forth in the Table in Section 15(a)(i) of the Deposit Account Agreement, checks deposited through Mobile Check Deposit remain subject to the funds availability provisions of Section 15(a) of the Deposit Account Agreement (unless otherwise stated).

**New Customers:** Regarding check deposits into an account of a New Customer, Discover reserves the right to further delay availability as follows. Funds from a day's deposits of all check types will be available no later than the seventh (7th) Business Day after the date of your deposit.

**8. Disposal of Transmitted Items.** You should keep all checks presented to us using Mobile Check Deposit in a safe place for at least 10 Business Days from the date of the deposit and you are able to verify that your check(s) have posted to your Account as expected before you permanently destroy them. If requested by us within 10 Business Days from the date of your deposit, you agree to promptly provide to us the original check (or a legible copy of the front and back of the check) to aid us in the clearing and collection process or to help us resolve claims by third parties or in support of any internal auditing purposes. Failure to provide the original check or a legible copy of the front and back of the check at our request, may result in the rejection of your deposit.

**9. Access to the Service.** We reserve the right to change, suspend or discontinue your access to Mobile Check Deposit, in whole or in part, at any time, at our sole discretion without prior notice to you. Service denial can result from various events including, but not limited to, any of the following:

a. any breach of this User Agreement or Other Agreements; b. legal judgments against you; c. changes in the status of any of your accounts with Discover; d. governmental advice; or e. return of deposited items due to non-sufficient funds, fraud or any other reason.

You may use Mobile Check Deposit only for non-business, personal use, in accordance with this User Agreement.

When using Mobile Check Deposit, it is possible that you may experience technical or other difficulties. We are not responsible for any technical or other difficulties using the Service or for any damages that you may incur as a result.

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of Mobile Check Deposit.

**10. Hardware and Software.** In order to use Mobile Check Deposit, you must obtain and maintain, at your expense, compatible hardware (a smartphone) and software, and have access to the Internet, and have downloaded Discover's Mobile App from Discover-authorized distribution channels and install it on your smartphone. Mobile Check Deposit is designed to operate with a variety of common models of smartphone that are equipped with two-megapixel or better camera resolution. 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.

Discover is not responsible for providing any third-party software you may need to make the Service function on your smartphone.

**11. Errors.** You agree to notify us immediately of any suspected errors regarding checks deposited through Mobile Check Deposit. Unless you notify us within 60 days of receiving your regular Discover account statement, you will forfeit your right to make a claim against us for any losses you might incur.

**12. Ownership & License.** You agree that we retain all ownership and proprietary rights in the Service, associated content, technology, Mobile App, and website(s), including all improvements, modifications, and derivative works (collectively, the "Product"). We grant, and you accept for the term of this User Agreement, a non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable, limited right and license to use the Product in connection with your Accounts. You may not copy, reproduce, distribute or create derivative works from the Product and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**13. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF MOBILE CHECK DEPOSIT 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) WILL DELIVER ACCURATE OR RELIABLE RESULTS, AND (iv) WILL BE CORRECTED IF ANY ERRORS ARE IDENTIFIED IN THE SERVICE OR TECHNOLOGY.

**14. LIMITATION OF LIABILITY.** YOU AGREE THAT DISCOVER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF DISCOVER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**15. INDEMNIFICATION.** IN ADDITION TO THE INDEMNITIES SET FORTH IN THE OTHER AGREEMENTS, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DISCOVER FROM ALL LOSSES INCURRED BY US FOR CLAIMS AND DAMAGES RESULTING FROM BREACH OF THE WARRANTIES MADE BY YOU UNDER THIS USER AGREEMENT OR BREACH BY YOU OF ANY OF YOUR OBLIGATIONS UNDER THIS USER AGREEMENT.

**16. MISCELLANEOUS.** Except as amended by this User Agreement, the terms of the Other Agreements are affirmed and continue to apply in all respect. Sections 1, 4, 8, 9, 11, 12 (first and third sentences only), 13, 14, 15 and 16 will survive termination of this User Agreement.

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