

# **Ameriprise Mobile Deposit Addendum ("Addendum") to the User Agreement for Secure Site Features of Ameriprise.com ("Agreement")**

Your use of the Ameriprise Mobile Deposit Service shall be governed by the terms of the Agreement and this Addendum. (You may review the Agreement under "Agreements" on the Ameriprise Financial app or by logging into your account at [ameriprise.com](https://ameriprise.com)). Any future changes or updates made to this Addendum will be updated on the Ameriprise Financial app for your reference. We will notify you of changes as specified in the Agreement. If you continue to use Ameriprise Mobile Deposit Service after such notification, your continued use of Ameriprise Mobile Deposit Service shall constitute acceptance of the Addendum as amended. If you do not agree to the changes, you agree to discontinue your use of Ameriprise Mobile Deposit Service.

Your enrollment in the Ameriprise Mobile Deposit Service constitutes your agreement with the terms and conditions of the Agreement and this Addendum and your consent to the uses and disclosures of information as described in this Addendum. Terms used herein but not defined shall have the meaning assigned to them in the Agreement. You acknowledge that you have read and understand this Addendum and will retain a copy for your records.

In this Addendum, the words "you" and "your" refer to you as the person or business entity entering into this Addendum. The words "you" and "your" also include any user you authorize to use the Ameriprise Mobile Deposit Service on your behalf. The words "we," "us," and "our" refer to Ameriprise Financial Services, LLC and Ameriprise Bank, FSB (either jointly or separately "Ameriprise"), their affiliates and its Service Providers.

## **Ameriprise Mobile Deposit Service ("Ameriprise Mobile Deposit Service" or "Service")**

**A. Description of the Ameriprise Mobile Deposit Service.** The Service enables you to use the Ameriprise Financial app and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of certain Paper Items<sup>1</sup> and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Addendum. "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

1. create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
3. present or post any Electronic Item for which we are the Paying Bank.

**B. Qualification.** In order to enroll in the Service, you must be designated as an authorized signer or owner of an Ameriprise account (the "Account") that is eligible for this Service, and be approved by Ameriprise.

**C. Conditions to Provision of the Service.** As conditions to Ameriprise's provision of the Service, you shall (a) maintain the Account in good standing, (b) subscribe to Secure Site Features of the ameriprise.com website, and (c) comply with such restrictions on the Service as we may communicate to you from time to time.

**D. FEES.** The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

**E. Hardware.** In order to use the Service you must use an approved supported mobile device with a supported camera and a supported operating system. We will not provide any hardware necessary to utilize this product.

**F. Creating and Transmitting Electronic Items to Ameriprise.** You shall use hardware approved by Ameriprise, and the Secure Site Features of the ameriprise.com website, to create electronic images of checks and other Paper Items that you wish to deposit to your Account by means of the Service, and to transmit your Electronic Items to us.

F.1. Eligible Items. Only Items that are made payable to you, and endorsed by you may be transmitted through the Service; checks payable to others, even if endorsed, may not be deposited through the Service. The following items **may not be deposited** through the Service: money orders, starter checks, foreign checks (checks drawn on a foreign financial institution), travelers checks, credit card convenience checks, post-dated checks, checks over ninety days old, checks made payable to cash, substitute checks or remotely created checks (whether in paper form or electronically created), registered government warrants, savings bonds or other items that, in our sole discretion, Ameriprise determines to not accept.

F.2. Deposit Limits. We reserve the right to impose limits on the dollar amount(s), frequency and/or number of deposits that you transmit using the Service or modify these limits at any time in our sole discretion. The dollar amount limit per business day will be displayed to you when you use the Service. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of the Addendum and Agreement, and we will not be obligated to allow such a deposit at other times and may cease doing so at any time.

**G. Processing Your Electronic Item(s).** The Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information submitted by you on or after 4:00 p.m. ET (the "Cut-Off Time"), or on a Saturday, Sunday, or federal holiday, will be deemed received by us as of the next Business Day.<sup>2</sup> We are not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason or Electronic Items cannot

be processed by means of the Service, you may deposit the checks or other Paper Items by mail or by delivering to your financial advisor. The confirmation message generated by the Service shows when the Electronic Item(s) have been submitted by you and does not imply it has been received by Ameriprise or that the transmission was error-free or complete.

**H. Exception Items.** Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on a foreign financial institution. We will notify you of each Exception Item through the Secure Site Features of ameriprise.com, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Ameriprise under Paragraph L.

**I. Confirmations.** When your Electronic Item deposit has been posted to your Account, the deposit will appear in your Account in the online deposit history and on your Account statement. **You will not receive separate notification of the deposit by email or otherwise. You agree to verify that your deposits have been correctly posted to your account each day and to notify us immediately of any discrepancy.**

**J. Funds Availability.** Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time (4:00 p.m. ET). In addition, an Electronic Item will be deemed to have been deposited at the office where the Account is maintained.

For accounts other than Ameriprise Bank, FSB deposit accounts: We will make funds from your Electronic Item deposits available to you in accordance with the time frames and in the amounts set forth in the Ameriprise Good Funds Policy. The current good funds hold period is five (5) Business Days. Deposits subject to the Good Funds Policy typically become available for withdrawal on the business day following the hold period (i.e., the 6th business day following the date of deposit).

For Ameriprise Bank, FSB deposit accounts: Electronic Items deposited using the Service are not subject to the funds availability requirements of Regulation CC or in Ameriprise Bank, FSB Deposit Account Agreement. This will be true even if we provide you with Regulation CC disclosures or notices. For deposits made using the Service, Ameriprise Bank, FSB will generally

apply the funds availability found in Ameriprise Bank, FSB Deposit Account Agreement, as applicable.

Ameriprise reserves the right to extend the hold period and delay availability of funds from any deposit you make through the Service at any time at its sole discretion for any reason and will notify you if we do so. The hold period is in place to allow Ameriprise to collect funds from the institutions holding the deposits made to the Account. During this hold period, requests to move held funds out of Ameriprise are not permitted.

If the maker of a Paper Item or another third party makes a claim against us or seeks a re-credit with respect to any Paper Item processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge or offset any of your accounts for any Paper Item that is returned, whether or not the return is timely or proper. If a Paper Item is returned to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the returned item we provide you, not the original Paper Item.

**K. Security Procedures.** Any individual authorized by you to access the Service (a "User") shall do so by entering a user name and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). No person employed by Ameriprise shall have access to any Security Credentials you or your Users create. From time to time, we may require you to use additional security and authentication procedures, as specified in the Agreement.

**L. Your Warranties to Ameriprise.** You acknowledge, represent and warrant to Ameriprise that:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT AMERIPRISE PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY AMERIPRISE IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

L.1. You will use the Service only for Paper Items that are payable to, and endorsed by, you.

L.2. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction

of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for ten (10) calendar days, from the transmission date ("Retention Period"). During the Retention Period, you agree to promptly provide the original Paper Item to Ameriprise as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Paper Item, or for Ameriprise's audit purposes. You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.

L.3. You will not submit any duplicate Electronic Items to us.

L.4. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.

L.5. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.

L.6. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us.

L.7. You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.

L.8. You will destroy the Paper Item(s) and any back-up copy of the Electronic Item promptly after receiving confirmation that the Electronic Item deposit has been posted to your Account to ensure that such items are not represented for payment.

L.9. You are at least 18 years of age.

L.10. You will comply with this Addendum and all applicable rules, laws and regulations.

**M. Your Agreement to Indemnify Ameriprise.** You will indemnify, defend, and save harmless Ameriprise, its parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph M, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

M.1. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit

totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or Security Credentials.

M.2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum;

M.3. Our acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item or an illegible Electronic Item;

M.4. Our presenting to Paying Bank an Electronic Item for payment; and

M.5. Your failure to (i) securely maintain your hardware or the original Paper Items, or (ii) properly and timely dispose of original Paper Items in accordance with Paragraph L.2, in which event such Losses and Liabilities shall include without limitation consequential damages.

This Paragraph M shall survive the termination of the Service.

**N. Termination or Refusal.** We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including without limitation, if: (a) we have reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Security Credentials; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Addendum and the Agreement.

**O. Right to Audit.** We may periodically audit and verify your compliance with this Addendum. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by Ameriprise in the course of such audit.

**P. Entire Agreement; Conflicting Terms.** This Addendum forms part of and is incorporated by reference into the Agreement. Except as amended by this Addendum, the Agreement remains in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the Service.

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<sup>1</sup> A "Paper Item" is an Item that is in paper form. For purposes of this Addendum, an "Item" includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier's check or traveler's check.

<sup>2</sup> A "Business Day" is every day except Saturdays, Sundays, and federal holidays.