

**Discover Bank “Mobile Check Deposit” Service
User Agreement Addendum
Effective September 1, 2012**

1. General. This Mobile Check Deposit Service User Agreement Addendum (“User Agreement”) contains the terms and conditions for the use of Discover Bank Mobile Check Deposit Service (“Mobile Check Deposit” or the “Service”) that Discover Bank and/or its affiliates (collectively, “Discover”, “us,” or “we”) may provide to you. This User Agreement amends and becomes part of the Discover Deposit Account Agreement and Electronic Funds Transfer Disclosure (“Account Agreement”) and the External Funds Transfer Service and Bill Payment Service Agreement (“Account Center Agreement”) (the Account Agreement and 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.

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 future changes.

Contact Discover. If you have questions regarding this Service, you may contact us at (866) 245-7419.

2. Description of Service. *Mobile Check Deposit* enables you to use your mobile device to upload an image of a check for deposit to any of your Discover Online Checking, Savings, or Money Market Accounts. There is no charge for the Service.

3. Checks Eligible for Deposit. Checks eligible for deposit include any item, as defined so in Federal Reserve Regulation CC (“Reg CC”) or Article 4 of the Uniform Commercial Code as adopted in the State of Delaware, other than postal money orders.

For checks deposited using *Mobile Check Deposit*, you must ensure the following requirements are met. You must ensure that the check:

- a. image you upload is legible, includes the front and back of the check and the MICR-line information;
- b. is denominated in U.S. dollars;
- c. has all required endorsements and labeled “For deposit only”;
- d. is not drawn on a financial institution located outside of the United States;
- e. is not post-dated and is not dated more than six (6) months prior to the date of deposit;
- f. has not previously been presented for payment through us or any other financial institution;
- g. information has not been used to create an electronic payment; and

- h. has not been converted to a substitute check, as defined by federal law.

Each check image received by us and the information needed to process and clear the check must be legible, as determined by us. Checks 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 as described above;
- b. you will not re-deposit the check to Discover or any other bank or service or entity, unless we advise you otherwise 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. no subsequent transferees of your check image, or any substitute check created from your check image will sustain a loss as a result of the fact that the check image, or substitute check or electronic fund transfer derived from the check image, was presented for payment or returned, instead of the original paper check; 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 is fraudulent or unauthorized by the purported maker of the check.

5. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of checks that you deposit using *Mobile Check Deposit*. We will advise you if you have exceeded any limits that might apply to your Account and you will be prevented from depositing check through the Service until the limit is no longer exceeded. 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 reserve the right to reject any check transmitted through *Mobile Check Deposit*, at our discretion, without liability to you. 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 before 6:30 p.m. Eastern Time on a business day will be posted to your Account on the next business day unless rejected by us. Checks received by us on a non-business day or after 6:30 p.m. Eastern Time on a business day will be posted to your Account on the second

business day after the day of your transmission unless rejected by us. If we reject a check, we may further review it and then post it to your Account on another business day, or notify you of the rejection.

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 Account Agreement governing your Account.

7. Availability of Funds. Checks transmitted using *Mobile Check Deposit* are not subject to the funds availability requirements of Reg. CC or Discover's Funds Availability policy (Section 15 of the Account Agreement), and funds will generally be available to you according to the following schedule:

Checking Accounts: \$200.00 on the next business day following the day of deposit. The balance, up to \$ 5000.00, will be available within 5 business days.

Savings Accounts: within 5 business days following the day of deposit, except for deposit amounts that exceed \$ 25,000.00 which will be available within 9 business days.

Money Market Accounts: within 5 business days following the day of deposit, except for deposit amounts that exceed \$ 25,000.00 which will be available within 9 business days.

We may make your funds available to you sooner, at our discretion. However, some checks may require manual inspection by us to confirm that they are eligible for deposit. Manual inspection may cause a delay in crediting the deposit to your Account. The availability of funds may, in our discretion, be delayed for a longer period of time if we have concerns regarding the collectability of the check.

You may check the Discover Bank On-Line Account Center for the status of your deposit and the availability of the funds for withdrawal.

8. Disposal of Transmitted Items. You should keep all checks presented to us using *Mobile Check Deposit* in a safe place for at least 60 days from deposit before you permanently destroy them.

If requested by us, you will promptly provide 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.

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;
- b. legal judgments against you;
- c. changes in your credit status;
- d. governmental advice; or
- e. returns 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, within the United States, 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 application 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 2-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, all check deposits made through *Mobile Check Deposit* and reflected on that account statement shall be deemed correct and you will forfeit your right to make a claim against Discover for any losses you might incur.

12. Ownership & License. You agree that Discover retains all ownership and proprietary rights in the Service, associated content, technology, 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, nonsublicenseable, 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 NONINFRINGEMENT. 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.