

Edward Jones Mobile Deposit Terms and Conditions

These terms and conditions (“Terms”) govern your access to and use of the Edward Jones Mobile Check Deposit service (“Mobile Deposit” or the “Service”). By using Mobile Deposit, you accept these Terms. Access to and use of Mobile Deposit are also subject to your Edward Jones Account Agreement(s) (“Account Agreement”), and the Edward Jones Online Access Terms and Conditions (“Online Access”). Except as otherwise expressly provided herein, in the event of a conflict between the Terms and your Account Agreement or Online Access, the Account Agreement or Online Access, as applicable, shall prevail.

Edward Jones may change these Terms at any time and without notice by updating them on Online Access. If you use Mobile Deposit or Online Access after these Terms are updated, you will be bound by such change. At the time of a change to these Terms, you have the right to reject such change by discontinuing your use of Mobile Deposit.

Mobile Deposit allows Edward Jones approved account owners and authorized parties to make Electronic Deposits into (i) brokerage, investment advisory, or certain other account(s) held with Edward Jones or its affiliates (“Edward Jones Account”) and (ii) Edward Jones® Everyday Solutions powered by U.S. Bank Checking Accounts (“Everyday Solutions Account” and together with Edward Jones Accounts, “Eligible Accounts”).

Our obligations under these Terms differ depending on whether a check is being submitted for deposit to an Edward Jones Account (see Section 2) or an Everyday Solutions Account (see Section 3), and deposits to Everyday Solutions Accounts are also subject to the terms and conditions set forth in the U.S. Bank Digital Services Terms of Use (“USB TOU”).

Data Privacy.

When you use Mobile Deposit to deposit checks into your Everyday Solutions Account, we collect certain information about the device you use to access the Service and share it with U.S. Bank solely to verify identity and prevent fraud. This information may include:

- Device type
- Device identifiers
- IP address
- Geolocation data (at the time of deposit)
- Time and date of transaction
- Info about the check image and deposit details

By using Mobile Deposit with your Everyday Solutions Checking, you consent to the collection and sharing of this information with U.S. Bank.

1. General Terms.

The following terms and conditions apply to the use of Mobile Deposit with respect to any Eligible Account.

a. Definitions

- “Check Image” — an electronic image of the front and back of a check or a Substitute Check.
- “Customer System” — hardware, software, and systems you use to access and use Mobile Deposit.
- “Electronic Deposit” — a Check Image transmitted for deposit into an Eligible Account through the Remote Deposit Capture System.
- “MICR” — information from the Magnetic Ink Character Recognition stylized printing on the bottom of a check comprised of routing, transit, account, and check serial numbers.

- “Remote Deposit Capture System” — Edward Jones’ hardware, software, systems, and databases, including Online Access, used to provide Mobile Deposit.
- “Substitute Check” — a document that meets the definition of a “substitute check” in the Check Collection for the 21st Century Act, as implemented by Regulation CC of the Federal Reserve Board, or any superseding regulation.

- b. **Your Responsibilities.** You are responsible for selecting the Eligible Account to receive the deposit, capturing a legible Check Image, inputting the correct dollar amount of the check, and ensuring the Check Image is legible and accurate. You must comply with all Mobile Deposit instructions, formatting standards, and security procedures described herein or set forth on edwardjones.com or Online Access and, if applicable, the USB TOU, and are solely responsible for any error or loss that results from failure to do so. You are solely responsible for safeguarding the information included on your checks and Check Images or that is printed from, stored on, or downloaded to the Customer System or Remote Deposit Capture System.

You agree not to deposit a check more than once and to immediately call your Edward Jones branch if you do so.

You understand and agree that Mobile Deposit may not detect check security features, and that we have no obligation to do so. You assume all losses resulting from claims that a check is a forgery or otherwise invalid.

- c. **Marking, Retaining and Destroying Original Checks.** After you make an Electronic Deposit to an Eligible Account, you agree: (a) not to present or transfer the check to any other party and to clearly mark it “Mobile Deposit”; (b) to retain the check for twenty (20) business days in case your Electronic Deposit is rejected or a check is

returned; (c) to employ commercially reasonable methods to securely store the check in a location away from daily processing activities and ensure that only authorized persons have access to it; and (d) to destroy the check on the twenty first (21st) business day after Electronic Deposit is accepted; provided, however, that if the USB TOU establishes a longer retention period, then such retention period shall apply with respect to checks submitted for Electronic Deposit to Everyday Solutions Accounts.

- d. **Representations and Warranties.** For each Electronic Deposit, you represent and warrant the same representations and warranties that would have applied had you deposited the original check. In addition, you hereby make to us any representation or warranty that we make, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation us, a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when we transfer, present or originate the Check Image.

These representations and warranties include, but are not limited to, that: (a) the Electronic Deposit contains an accurate Check Image that has not been altered; (b) the check submitted for Electronic Deposit contains all necessary information on the front and back of the check, including all endorsements and the identity of the drawer and paying bank that is preprinted on the check; (c) the original check is authorized for the amount stated on the original paper check by the person who created the original check; (d) the image quality complies with the minimum requirements established by the American National Standards Institute (“ANSI”); and (e) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

- e. **Fees.** Edward Jones does not charge any fees for use of Mobile Deposit. Edward Jones reserves the right, upon prior notice, to charge or change a fee for Mobile Deposit and/or an Electronic Deposit. If you use Mobile Deposit after a fee becomes effective, you agree to us charging the disclosed fee to your Edward Jones Account. If your Edward Jones Account is closed or has insufficient funds to pay the fee, you agree to make other arrangements to pay the fee, as well as authorize us to charge the fee to your other Edward Jones Accounts.
- f. **Availability of Service.** Edward Jones has no obligation to provide Mobile Deposit, which may be affected by external factors like communication network unavailability or maintenance of the Remote Deposit Capture System. If Mobile Deposit is unavailable, contact your Edward Jones financial advisor to make a deposit into an Edward Jones Account. If Mobile Deposit is unavailable for your Everyday Solutions Account, you should contact the U.S.

Bank support center.

We reserve the right to terminate access to Mobile Deposit at any time and for any reason, without notice.

- g. **Limitation of Liability.** Edward Jones is not responsible for any losses that result from any rejection of an Electronic Deposit for any reason (including, for the avoidance of doubt, rejection by U.S. Bank, where applicable), including where the original check has been destroyed.

2. Electronic Deposits to Edward Jones Accounts.

In addition to the terms set forth in Section 1, the following terms and conditions apply solely to the use of Mobile Deposit with respect to any Edward Jones Account.

- a. **Generally.** Edward Jones will process each Electronic Deposit and, in our sole discretion, accept or reject it. Electronic Deposits are “transmitted” when the Electronic Deposit is received by Edward Jones and the Remote Deposit Capture System acknowledges receipt. We are not able to remove a transmitted check from the collection process. Electronic Deposits transmitted: (a) prior to the cut-off time established by us will be treated as received that business day; and (b) after such cut-off time will be treated as received on the next business day.

We do not verify the accuracy or legibility of a Check Image prior to processing an Electronic Deposit.

We may, in our sole discretion, repair, alter, amend, re-format or convert the Check Image in accordance with general check collection practices and industry presentment standards, but have no obligation to do so, and we are not liable for any error or loss that results from re-formatting or converting the Electronic Deposit.

- b. **Endorsements.** You must also include a restrictive endorsement on all Mobile Deposits to Edward Jones Accounts, specifically stating: “For mobile deposit only at Edward Jones.” Checks that are not properly endorsed may be rejected or returned.
- c. **Our Rights to Reject.** We reserve the right to reject any Electronic Deposit, including where you have: (i) not provided the full and correct MICR or dollar amount; (ii) not provided an accurate or legible Check Image; (iii) failed to comply with our security or formatting standards; (iv) failed to provide a proper restrictive endorsement as described herein; or (iv) violated these Terms or the Account Agreement, and including after we have accepted an Electronic Deposit or given credit in your Edward Jones account. We will notify you of a rejected Electronic Deposit through Online Access or other reasonable communication channels, including email. If we reject an Electronic Deposit after we have given credit in your Edward Jones account, you agree to us charging the amount of the rejected Electronic

Deposit to your Edward Jones account. If your Edward Jones account is closed or has insufficient funds to return the amount of the rejected Electronic Deposit, you agree to make other arrangements to pay us, as well as authorize us to charge the amount to your other Edward Jones accounts.

- d. **Items Eligible for Mobile Deposit.** Only a U.S. check, payable on demand to you or Edward Jones, and drawn on or payable through or at an office of a bank or other depository institution is eligible for Electronic Deposit. Without limiting the preceding sentence, the following items are not eligible for Electronic Deposit: (a) checks drawn on banks outside of the United States; (b) checks payable in a medium other than U.S. dollars; (c) non-cash items (as defined under Section 229.2(u) of Regulation CC); (d) promissory notes and similar obligations, such as savings bonds; (e) third party checks; (f) pre-existing Substitute Checks; and (g) checks drawn on your own Edward Jones Account.
- e. **Deposit Limits.** Edward Jones may, in its sole discretion, limit the number and/or dollar amount of checks you can deposit via Electronic Deposit in a given period to your Edward Jones Accounts.
- f. **Collection of an Electronic Deposit.** Edward Jones will determine the manner in which it seeks to collect a Check Image and reserves the right to process a Check Image by any of the following methods: (a) presenting or transferring the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank; (b) creating a Substitute Check from the Check Image and collecting the Substitute Check; or (c) requesting that you provide Edward Jones with the original check from which the Check Image was created, and then collecting the original check.
- Funds must be available in the drawer account at the time the Check Image is presented for payment. We are not responsible for the timing of clearing or availability of funds in the drawer account.
- g. **Returned Checks.** You agree that we may charge your account for all returned checks, including a returned Check Image. If we, in our sole discretion, require the original check for re-presentation, you agree to provide us with the original check, or if the original check has been destroyed, to obtain a replacement check.
- h. **Funds Availability.** Funds from checks deposited to your Edward Jones Accounts will be available in accordance with Edward Jones' then-current funds availability policies. Funds may be delayed for a longer period when: (a) we believe a check you deposit will not be paid; (b) you re-deposit a check that has been returned unpaid; (c) you have overdrawn your account in the past; (d) there is an emergency, such as failure of computer or communications equipment; or (e) your

account is less than 30 days old.

Edward Jones is not liable for transactions you initiate before funds are available for your use. Until the funds are available, you cannot withdraw the funds in cash and the funds cannot be used to pay items you have written or honor other withdrawals you have requested. If Edward Jones pays items that you have written or honors other withdrawals before funds are available to you, we may charge you a fee.

After a check has "cleared," funds have been made available to you, and you have withdrawn the funds, you are still responsible for deposits returned unpaid and for any other problems involving your deposit.

3. Electronic Deposits to Edward Jones® Everyday Solutions powered by U.S. Bank Checking Accounts

In addition to the terms set forth in Section 1, the following terms and conditions apply solely to the use of Mobile Deposit with respect to Everyday Solutions Accounts.

- a. **Relationship to the U.S. Bank Terms of Use.** References to the USB TOU within these Terms shall not be construed as incorporating the terms of the USB TOU into these Terms. You understand and agree that the USB TOU is an agreement between you and U.S. Bank. Edward Jones has no obligations or responsibilities to you under the USB TOU.
- b. **Our Obligations; Limitations.** We have no obligation to detect or reject Check Images that do not comply with any requirements set forth in the USB TOU. We have no obligation to verify the accuracy or legibility of a Check Image prior to transmitting it to U.S. Bank.
- You understand and agree that our sole obligation to you under these Terms is to transmit the Check Image you present through the Remote Deposit Capture System to U.S. Bank as provided in these Terms. Any Electronic Deposit submitted for deposit to U.S. Bank is subject to acceptance or rejection by U.S. Bank in accordance with the USB TOU, and we shall have no further obligations to you with respect to a particular Electronic Deposit once we have transmitted the corresponding Check Image to U.S. Bank.
- For the avoidance of doubt, we shall have no liability whatsoever for any actions or inactions taken by U.S. Bank with respect to any Check Image that we have transmitted to U.S. Bank.
- c. **Representations and Warranties.** In addition to the representations and warranties set forth in Section 2.a, by submitting a Check Image to us for Electronic Deposit to your Everyday Solutions Account, you represent that you have read and understand the USB TOU, and that any such Check Image complies with any requirements set forth in the USB TOU, including but not limited to any endorsement requirements.

4. Miscellaneous

- a. **No Waiver.** Edward Jones' failure to insist at any time upon strict or timely compliance with these Terms, or its delay or failure to exercise any power or right, shall not waive Edward Jones' later exercise of that power or right.
- b. **Severability.** If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.
- c. **Conflict.** In the event of a conflict between these Terms and your Account Agreement, the Account Agreement shall control.
- d. **Survivability.** Certain of these Terms shall by their nature continue in full force and effect after termination of your use of Mobile Deposit, including any authorizations you have granted, all disclaimers of warranties and limitations of liability, and indemnification and arbitration provisions.
- e. **Indemnification.** You hereby agree to indemnify and hold harmless Edward Jones and its principals, associates, employees, affiliates, vendors, licensors and agents, and any third-party providers from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to your breach of these Terms or your use of Mobile Deposit (i) in violation of these Terms; (ii) in violation of any rights of Edward Jones or any third-party provider, including copyright, patent, trade secret, trademark or other intellectual property rights and publicity and privacy rights; (iii) in violation of any applicable law, rule or regulation; or (iv) in a negligent or illegal manner. This indemnification is binding upon you and your executors, heirs, representatives, successors and assigns.
- f. **Governing Law.** These Terms are governed by and construed in accordance with the laws of the State of Missouri without giving effect to the choice of law or conflict of laws provision thereof.
- g. **Arbitration.** You agree that the arbitration agreement contained within the Account Agreement applies to any controversies or disputes arising out of or relating to your use of Mobile Deposit, these Terms, or any breach thereof.