

Mobile Check Deposit Service User Agreement



Contact Information:

Log in and go to Client Services > Message Center to contact us

Mailing Address:

PO Box 2760, Omaha, NE 68103-2760

This TD Ameritrade Mobile Check Deposit Client Agreement (the “Agreement”) is entered into by TD Ameritrade, Inc. (“TD Ameritrade” or “the Firm”) and me (the “Client”). The Agreement governs my use of Mobile Check Deposit offered by the Firm (the “Service”). By enrolling to use the Service, I agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully. In addition to this Agreement, my Account is also governed by the Client Agreement. If the terms and conditions of this Agreement conflict with those of the Client Agreement, the terms and conditions of this Agreement govern with respect to the deposits made through the Service. Deposits made through other channels shall continue to be governed by the Client Agreement and not this Agreement.

Definitions

1. “I,” “me,” “my,” or “account owner” means each person authorized on my Account and any person acting pursuant to my authorization.
2. “TD Ameritrade,” “Firm,” or “you,” means TD Ameritrade, Inc., each Third-Party Provider, and, when applicable, TD Ameritrade Clearing, Inc. (“Clearing”), TD Ameritrade’s clearing broker-dealer, and any of its successors or assigns.
3. “Account” means my account with TD Ameritrade to which funds will be credited from my deposit of a check Image using a Mobile Device.
4. “Check 21” means the Check Clearing for the 21st Century Act.
5. “End User License Agreement” means the agreement governing the use of the application software I must download to my Mobile Device in order to use the Service.
6. “Image” means the electronic image of the front and back of an Item, in addition to other required information, as specified by the Firm.
7. “Substitute Check” is defined in Check 21 and means a paper recreation of an Image that meets certain requirements under Check 21.
8. “Item” is an original check, cashier’s check, official check, United States Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in United States currency that is payable to me. Images of Items are deemed to be “items” under the Uniform Commercial Code and “checks” under Regulation CC.
9. “Mobile Device” means any device acceptable to the Firm that is compatible with the Firm’s application (“App”) used for accessing the Service.
10. “Third-Party Provider” means a company or financial institution, with which TD Ameritrade enters into an arrangement that provides services relating to the processing and handling of Images that I transmit for deposit.

Terms

1. **Mobile Deposit Service.** I may use the Service to deposit Items with the Firm by creating an Image of the Item using a Mobile Device, and transmitting that Image to the Firm for deposit. The Firm is not obligated to approve my Account for use with the Service. The Firm may in its sole discretion reject any Item that I attempt to deposit using the Service.
2. **Hardware and Software Requirements.** To use the Service, I must have a supported Mobile Device with a supported camera and a supported operating system, have a data plan for my Mobile Device (or wi-fi access), and downloaded the App to my mobile device. It is my responsibility to keep my software current in order to make sure it remains a supported system. Any Mobile Device that I use to transmit Images to you pursuant to this Agreement must be on the Firm’s list of approved Mobile Devices. The Firm may change the list of approved Mobile Devices from time to time.

I agree to transmit an Image to the Firm using only a Mobile Device as has been expressly authorized by the Firm for my use to transmit Images. The Firm may reject Images that I transmit with an unapproved Mobile Device or by other means.

3. **Security.** I am responsible for maintaining the confidentiality and security of my Mobile Device, access numbers, password, security questions and answers, account number, log-in information, and any other information used by me to access the Service (“Access Information”) and preventing unauthorized access to or use of this Access Information. Any communications received by the Firm through the Service will be deemed sent or authorized by me. I am solely responsible and liable for the security of the Mobile Device, and for allowing its use only by individuals authorized and the Firm will not have any responsibility, liability, or obligation whatsoever for the security of the Mobile Device or for allowing its use by any individual not authorized by me. I will contact the Firm immediately if I become aware of any loss, theft, or unauthorized use of any Access Information, including my Mobile Device.



- 4. Costs and Fees.** The Service is provided at no charge to me. I am solely responsible for all costs of using the Service and operating the Mobile Device, including, but not limited to telephone and Internet service charges. I am solely responsible for maintaining the Mobile Device's capacity and connectivity required for use of the Service. The Firm shall notify me of those requirements and may amend them from time to time.
- 5. Image Quality.** I am solely responsible for the image quality of any Image that I transmit. If an Image that the Firm receives for deposit is not of sufficient quality to satisfy its current image quality standards, the Firm may reject the Image without prior notice to me. Each Image must include the front and back of the Item and the following information must be clearly readable within the Image: dollar amount, both numeric and written, payee name, drawer signature, date, check number, account number, routing and transit number, Magnetic Ink Character Recognition or MICR line, and any endorsement or other information written on the Item.
- 6. Processing Images.** I authorize the Firm and its Third-Party Service Providers to handle and process any Image sent by me using the Service for presentment and collection to the paying bank. I also authorize the Firm and its Third-Party Providers to convert an Image to a Substitute Check and process and handle the substitute check for presentment and collection. The Firm reserves the right to reject and to refuse to process any Image that I send to it for any reason or no reason, without prior notice to me.
- 7. Deposit Limits.** The Firm has established limits on the dollar amount and/or number of Items or deposits ("Deposit Limit"). The Deposit Limits applicable to your account will be displayed on your Mobile Device during the Mobile Deposit process. I may not use the Service to deposit one or more Items that total more than the applicable Deposit Limit per business day, per account. I may not deposit the following types of checks through this Service: checks in amounts over the applicable daily Deposit Limit; checks made payable to cash; unendorsed checks; checks where I am not the payee or the drawer of the check, split checks; credit card checks; altered checks; checks in a foreign currency or drawn on a foreign bank; post-dated checks; stale-dated checks (generally, checks dated more than 180 days prior to receipt); unsigned checks; money orders; and traveler's checks. I agree not to make more than 20 check deposits per day. The Firm may revise the Deposit Limits at any time without prior notice to me.
- 8. Deposit of Other Items; Deposits when Service Not Available.** I agree that I will not use the Service to deposit an Image of anything not meeting the definition of an "Item," within the meaning of Article 4 of the Uniform Commercial Code, as adopted by the State of Nebraska. If I use the Service to transmit an Image of anything that is not an Item, or if for any reason the Firm is not able to recognize as an Item, the Firm may reject it without prior notice to me. I agree to deposit any rejected or ineligible items through other deposit channels that are offered by the Firm, such as at a branch or by mail. I further agree to use such other deposit channels when the Service may not be available.
- 9. Returned Items.** I am solely responsible for any Image for which I have been given provisional credit to my Account, and any such Image that is returned or rejected may be charged to my Account. I acknowledge that all credits received for Images deposited through the Service are provisional, subject to verification and final settlement of the Images. In the event of the return or reject of a deposited Image, the Firm may return the Image to me in the form of an Image, a paper printout of the Image, or a substitute check.
- 10. Handling of Transmitted Items.** I agree not to allow an Item or an Image of the Item to be deposited or presented for payment more than once through one or more financial institutions, to the extent that it could result in the payment of the Item and/or an Image of the Item more than once. If an Image of an Item has been transmitted to the Firm or to any other bank, I will not allow the Item to be subsequently deposited or presented by any other means.

I agree that, for any Item which I have deposited using the Service, I shall apply a restrictive endorsement on the paper check itself before or during the scanning of the check. The restrictive endorsement shall include the words "For mobile deposit at TD Ameritrade only" and be placed above the signature line. I agree that if TD Ameritrade accepts an Item that does not bear the restrictive endorsement, I will nonetheless be solely liable in the event the Item is presented for payment more than once.

If any Item is presented or deposited more than once, whether by Image or by any other means, the Firm may, at its discretion, reject it or return it and charge it against my Account without prior notice. The Firm may also charge my Account for any warranty claim or adjustment arising from the presentment or deposit of the Item more than once, regardless of whether or not the Item is returned by the paying bank or any collecting bank. For any Image which I have deposited using the Service, I solely shall be responsible for preventing the deposit of another Image of the Item or presentment of the Item by any other means and by any other person. In no event shall the Firm be responsible, liable, or have any obligation whatsoever in the event that an item is presented for payment more than once, if any item is presented for payment that has already been presented to TD Ameritrade or any other financial institution by any other means or if previously transmitted through the Service.

- 11. Retention of Items.** Though losses caused by the original not being available are rare, I am responsible to retain the Item for 14 calendar days after funds from the deposit of the Image of the Item have posted to my Account. I agree to write across the top of the front of the Item "ELECTRONICALLY PRESENTED" after depositing the Image using the Service. I agree to retain the Items in a secure area to prevent unauthorized persons from gaining custody of such retained Images. If requested by TD Ameritrade, I agree to promptly provide any retained Item (or, if the Item is no longer in existence, a sufficient copy of the front and back of the Item) to TD Ameritrade as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Item. If requested by TD Ameritrade, I will agree to retain the Item for longer than 14 days. I further agree to destroy the Item 14 days after funds from the deposit of the Image of the Item have posted to my Account.
- 12. Cooperation with Investigations.** I agree to cooperate with TD Ameritrade in the investigation of unusual transactions, poor quality transmissions, and resolution of any claims, including by providing, upon request by TD Ameritrade, any originals or copies of Items in my possession and my records relating to Items.

- 13. Errors.** I agree to notify TD Ameritrade of any suspected errors regarding Items deposited through the Service right away, and in no event later than 30 days after the applicable TD Ameritrade account statement is sent to me. Unless I notify the Firm within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and I am prohibited from bringing a claim against the Firm for such alleged error.
- 14. Payment Processing.**
- (a) Item Processing.** If I send Images that are incomplete, that fail to satisfy the Firm's image quality requirements, or otherwise do not allow the Firm to meet the requirements of Check 21 or any image exchange agreement that would cover further electronic transmission of Images that I send, or the Firm is otherwise unable to process Images that I send, the Firm may charge the Images back to my Account.
 - (b) A Transmission of Items.** The Images that I send are not considered received by the Firm until I view a confirmation screen, indicating my deposit was received and accepted. However, this does not mean that the transmission of the Image was complete or error free. As stated above, the Firm may refuse to process any Image that I send for any reason or no reason.
 - (c) Funds Availability.** If an Image that I transmit through the Service is received, found to be in good order, and accepted before 4 p.m. Eastern Time on a business day that the Firm and its depositing bank are open, TD Ameritrade will post the funds arising from the deposit to my Account. Images transmitted via the Service are subject to review with compliance and business rules. Notwithstanding this funds availability policy, the Firm reserves the right to delay the crediting of funds to the Account, or extend the time period of a hold on the Account, for funds arising from the deposit of Images without prior notice to me. Funds must post to my account before I can trade with them; they typically post one to two business days after TD Ameritrade receives my check. TD Ameritrade restricts withdrawals and trading of certain securities until my deposit clears, which can take an additional four to five days. TD Ameritrade determines the securities I can't trade based on market risk; these include, but aren't limited to, stock options, some foreign securities, and most stocks priced under \$5 per share. All electronic deposits are subject to review and may be restricted for 60 days. Check deposits are not processed on Saturdays, Sundays, or New York Stock Exchange and bank holidays. Dollar amounts will aggregate over the weekend to determine the daily Deposit Limits.
 - (d) Notices.** In order to use the Service, I must have previously consented to the electronic delivery of communications from you, and any notices regarding the Service will be sent to me through the App, or by other electronic means.
- 15. Representations and Warranties.** I make the following representations and warranties to the Firm now and each time I submit an Image for deposit:
- (a)** I will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with compliance with the Firm's instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
 - (b)** I will use the Service to transmit and deposit Images of Items only.
 - (c)** I will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
 - (d)** I am a person authorized to enforce each Item or I am authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
 - (e)** Items submitted through the Service will be in good order and will not have been altered.
 - (f)** Each Item bears all required and authorized endorsements. Items made payable to two or more parties must be endorsed by all parties.
 - (g)** Each Item has been endorsed as "For deposit only."
 - (h)** For each Image transmitted to the Firm, all of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Nebraska, shall apply as if I had deposited the paper Item with the Firm.
 - (i)** Each Image accurately and legibly represents all of the information on the front and back of the Item.
 - (j)** I will not use the Service to transmit or deposit any Item: (i) payable to any person or entity other than myself or "TD Ameritrade Clearing, Inc.;" (ii) drawn on my Account at TD Ameritrade Clearing, Inc.; (iii) which I know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement; (iv) that is a substitute check or image replacement document; (v) that is drawn on an institution located outside of the United States; (vi) that is created by me purportedly on behalf of the maker, such as a remotely created check; (vii) that is dated more than six months prior to the date of the deposit; (viii) that is post-dated; or (ix) that is not payable in U.S. currency.
 - (k)** For each Image transmitted to the Firm, no depository bank, drawee, drawer, endorser, or other person will receive presentment or return of, or otherwise be charged for, a substitute check created from the Image, the original Item, or a paper or electronic representation (such as another Image) of a substitute check or the original Item such that a person will be asked to make a payment based on the Item (or electronic or paper representation of the Item) that such person already has paid.
 - (l)** I will use the Service in accordance with the terms of the Client Agreement and this Agreement.
 - (m)** I, if acting on behalf of a small business entity or a corporation, am fully authorized to execute this Agreement.
 - (n)** I will not allow an Item or an Image to be deposited or presented for payment more than once by any bank or other person whether the Item is an electronic image or paper form.
 - (o)** I will not transfer, negotiate, or deposit an Item once I have transmitted an Image of an Item through the Service.

- 16. Liability.** THE FIRM IS ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND THE FIRM SHALL NOT BE LIABLE IF I AM UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, THE FIRM AND ITS THIRD-PARTY PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT, OR SOFTWARE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS.
- 17. Indemnification and Limitations on Liability.** I agree to indemnify and hold harmless the Firm and its affiliates, and any Third-Party Providers, and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, or attorneys' fees (collectively "Losses") resulting or arising directly or indirectly from my use of the Service and the Firm's processing of my deposited Images.
- In providing the Service to me, the Firm shall only be liable to me for actual damages that result directly from the gross negligence or willful misconduct of the Firm in the processing of an Image under this Agreement. The Firm shall have no liability to me for damages or losses caused by the acts, omissions, or delays caused by third parties. In no event will the Firm be responsible under any legal theory for special, indirect, or consequential damages, including lost profits, that I may incur as a result of my use of the Service.
- 18. Termination.** If I want to terminate my access to the Service, I may call the Firm at 800-669-3900. The Firm reserves the right to terminate or suspend the Service, at any time with or without cause and without prior written notice.
- 19. Amendment.** This Agreement supplements the Client Agreement and represents the entire agreement between the Firm and me concerning the Service; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between me and the Firm, provided, however, any and all other agreements if any, between me and the Firm and its affiliates, not inconsistent with this Agreement will remain in full force and effect.
- 20. Governing Law.** This Agreement will be governed by the laws of the State of Nebraska, but not its conflicts of law provisions. I hereby consent to the jurisdiction of and venue within the State of Nebraska for all disputes arising out of or relating to this Agreement.
- 21. Miscellaneous.** The Firm may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the Firm's rights with respect to any other transaction or modify the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

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